

9612

# Association

December 13, 1999

through

November 15, 2002

Depledge



A.F.L. - C.I.O.

## KEY

Regular type-unchanged language

*Italic type-housekeeper (previously in contract)*

**Bold regular type-new language**

***Bold Italic type-housekeeper (NOT previously in contract)***

**AGREEMENT**  
**Between**  
**Salt River Valley**  
**Water Users' Association**



**and**

**International Brotherhood**  
**of Electrical Workers**



**Local Union 266**  
**A.F.L. – C.I.O.**  
**December 13, 1999**  
**through**  
**November 15, 2002**

Printed by members of IBEW Local 266

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## **AGREEMENT**

THIS AGREEMENT is made and entered into as of **December 13, 1999**, by and between the Salt River Valley Water Users' Association, a corporation, "Association," and Local Union 266 of the International Brotherhood of Electrical Workers, an affiliate of the American Federation of Labor-Congress of Industrial Organizations, "Union."

Reference is made in this Agreement to the District and to the Project. Wherever the word "District" is used, it shall mean the Salt River Project Agricultural Improvement and Power District. Wherever the term "Project" is used, it shall include the Association and the District.

## **WITNESSETH**

The Union is recognized as the bargaining agent for employees covered by Exhibit "A" attached. To facilitate the peaceful adjustment of any differences that may arise from time to time between the Association and its employees and to promote harmony and efficiency, to the end that the Association, the Union and the public generally shall benefit, the parties agree as follows:

**ARTICLE I**  
**ASSOCIATION-UNION RELATIONSHIP**

**Section 1. Employees Covered**

The Association recognizes the Union as the bargaining agent of all employees working in the classifications covered by Exhibit "A" of this Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment as outlined in this Agreement.

**Section 2. Mutual Objectives**

The Association is engaged in the operation and maintenance of ditches, canals and waterways for the purpose of supplying water for agricultural and other purposes, which requires continuous operation. The obligation to provide continuous service during the term of this Agreement rests upon both the Association and its employees. The Association and the Union agree that the primary objective of the Association is to provide superior service to its shareholders and customers at the lowest cost consistent with its obligation to provide fair wages and working conditions to all of its employees. To achieve that objective requires the united efforts and teamwork of the Association, its employees and the Union. The Union agrees for itself and on behalf of its members, who are employees of the Association, that they shall individually and collectively perform loyal and efficient work and service; that they shall avoid and discourage waste of materials and manpower; that they shall use their influence and best efforts to protect the property of the Association and its service to shareholders; and, that at all times they shall cooperate

in promoting the Association's welfare and in assuring the uninterrupted continuance of the Association's services.

### **Section 3. Mutual Cooperation**

The Association and the Union shall mutually cooperate to promote harmony and efficiency among the Association's employees. Representatives of the Association shall meet upon reasonable notice with authorized representatives of the Union to discuss any grievances arising out of this Agreement in accordance with the provisions of Article VIII. These meetings normally shall be conducted outside of working hours.

### **Section 4. Separability of Contract**

- (A) In the event that any provisions of this Agreement are adjudged to be invalid for any reason by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- (B) No Provisions of this agreement shall limit or restrict management's ability to comply with Federal, State or Local law.

### **Section 5. Bulletin Boards**

The Association shall provide a space in each department/division on which the Union may post official bulletins. The Union shall supply bulletin boards no larger than six (6) square feet. Official bulletins of the Union shall be on the letterhead of the Union or shall be signed by an authorized representative of the Union. Only Union stewards or other authorized representatives of the Union may post or remove official Union notices.

**Section 6. Access to Plant by Union Representative**

The authorized business manager and/or assistants of the Union, upon advance notification to the supervisor in charge, shall have access to the Association's properties or other work locations during working hours for the purpose of observing working conditions, provided that the employees are not interfered with in their work.

**Section 7. Union Solicitation**

- (A) No solicitation for Union membership shall be conducted on Association time.
- (B) The Association agrees to provide adequate time for the Union at each New Employee Orientation to present information about Union membership, purpose and commitment to safety.

**Section 8. Equal Application of Contract Terms**

In carrying out the provisions of this Agreement, neither the Association nor the Union shall discriminate against any individual because of race, color, religion, sex, national origin, age, handicap or status as a Vietnam era veteran or disabled veteran in regard to any position for which the individual is qualified.

**Section 9. Safety**

- (A) All employees shall observe all safety rules and regulations now or hereafter established for the Project by the Joint Accident Prevention Rules Committee. The safety rules and regulations are set forth separately under the title of "Accident Prevention Rules." The President of the Union and the General Manager of the Salt River Project must approve all safety rules and regulations.

Supervisors shall administer disciplinary action for violation of safety rules or regulations within the provisions of positive discipline. The disciplinary action may be grieved.

- (B) The Project shall furnish such safety devices and first aid kits as may be needed for the safety of its employees.
- (C) ***The District shall provide prescription safety glasses through the vision care plan.***
- (D) The Association shall contribute up to **twenty-five dollars (\$25.00)** every year, for steel-toed footwear, which complies with American National Standard Institute's standard number z41 (1983), for each employee, who is required to wear such footwear to perform their job. To receive reimbursement, the employee must provide management with a receipt for the new footwear.

## **ARTICLE II GENERAL PROVISIONS, DEFINITIONS AND WORK RULES**

### **Section 1. Management of Association**

Except for matters specifically agreed upon herein, the Association, shall have the right to alter any procedure or custom or direct the manner of the accomplishment of any work, and to make any changes in its organization, method or plan of operations that it shall deem advisable. The Union shall be notified of all major changes and such changes shall be discussed with the Union before they are put into effect.

**Section 2. No Strikes, No Lockouts**

- (A) During the term of this Agreement, the Association agrees that there shall be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there shall be no authorized, concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott or any type of organized or concerted interference, express or implied, direct, indirect, coercive or otherwise, with the Association's business. The Union further agrees that should any such acts be committed by any employee or employees, it shall openly and publicly denounce and discourage said acts.
- (B) It is mutually understood and agreed that the Association shall have the right to take disciplinary action including discharge, against any employee who may engage in any unauthorized stoppage, strike, slowdown or who is negligent in the performance of the work of the Association, subject to the Union's right to present a grievance with respect to such discipline in accordance with the terms of this Agreement, in those cases in which an issue of fact exists as to whether or not any particular employee is engaged in participating or encouraging any violation of the provisions hereof. In accordance with the Association's right to discipline, up to and including discharge, for violations of this section, the Association shall have the option to retain employees guilty of such violations where it is in the best interests of the Association to do so, provided, however, said employees may forfeit all seniority and become probationary employees.
- \*See Article VI, Section 2.

**Section 3. Employee Classes and Status**

The following definitions shall apply to the classes and status of persons employed by the Association:

- (A) Regular Full-Time Employee—any employee who has been employed to work full-time for an indefinite period of time.
- (B) Regular Part-Time Employee—any employee who has been employed to work at least four (4) hours per day or twenty (20) hours per week on a regular basis and for an indefinite period of time.
- (C) Temporary Employee—any employee who has been employed to work full-time for a definite period not to exceed two hundred seventy (270) calendar days.
- (D) Variable Employee—any employee who has been employed to work intermittent periods of time, depending upon the employee's voluntary availability and Association work requirements, for an indefinite period of time.
- (E) Student Employee—any employee who has been hired to work not more than one (1) year who is a high school student enrolled in a cooperative education program or a high school or college student hired to work between the spring and fall semesters. Student employees shall be paid at the appropriate rate for the classification worked. Student employees shall not be eligible for benefits or bidding rights.

**Section 4. Work Day and Work Week**

- (A) Except as hereinafter otherwise provided, eight (8) hours shall constitute a normal work day, and



## ARTICLE II – 4,5,6

five (5) consecutive days from Monday through Friday shall constitute a normal work week.

- (B) The Association shall establish the work day and work week of any and all employees who are engaged in the performance of duties relating to operations of a continuous nature or whose duties are such that they cannot be performed in a normal work day or a normal work week.

### **Section 5. Shift Definitions and Payment of Shift Differential**

The amount of shift differential pay, if any, which shall be due an employee shall be determined by the employee's shift starting time. Starting times within each shift shall be governed as follows:

- (A) Day Shift—all eight (8)-hour periods scheduled to begin at 4:00 a.m. or thereafter but before 12:00 Noon.
- (B) Swing Shift—all eight (8)-hour periods scheduled to begin at 12:00 Noon or thereafter but before 8:00 p.m. (80¢/hr.) **Effective the first payroll period after 11/16/01 (85¢/hr.).**
- (C) Graveyard Shift—all eight (8)-hour periods scheduled to begin at 8:00 p.m. or thereafter but before 4:00 a.m. (90¢/hr.) **Effective the first payroll period after 11/16/01 (95¢/hr.).**

### **Section 6. Work Schedules**

- (A) Work schedules shall be established by the department heads to conform with work requirements. Scheduled starting time is the time employees are asked to report for work by their supervisors. Management and the Union from

time to time may enter into agreements providing for alternate work schedules.

- (B) Types of work schedules as established by the department head shall be:
  - (1) Normal work week—Monday through Friday, eight (8) hour work days, with starting time as established by department head.
  - (2) Continuous (shiftman) coverage—seven (7) days per week and twenty-four (24) hours per day with scheduling and working conditions as stated in Article II, Section 16.
  - (3) Non-continuous multi-shift where work requirements are such that employee coverage is regularly needed on Saturdays and/or Sundays, on one or more scheduled shifts.
- (C) All position vacancies shall be filled by bid and the applicable type of work schedule or shift shall be stated on the bid sheets.
- (D) If it is necessary to change the permanent work schedule of hours worked or days off for any group of employees, the Association shall first meet with Union representatives and explain the basis of need for the change and the new schedule. The new working schedule assignments shall first be bid within the group of employees affected and an attempt shall be made to fill the schedule by this bidding or by mutual agreement. If the assignments to the new work schedule are not voluntarily filled by this procedure, the positions shall be filled on the basis of department seniority.

- (E) Where work coverage is required on Saturdays and/or Sundays, a schedule of days off shall be established whenever possible so that no employee has a work schedule that does not provide for some Saturdays and Sundays off.
- (F) When a schedule of rotating days off is not possible in providing work coverage for Saturdays and Sundays, the job shall be filled by the normal bid procedure when a vacancy occurs in an assignment to this schedule.

### **Section 7. Change of Work Week**

It is understood and agreed that if, during the term of this Agreement, the current forty (40) hour work week is changed by Federal legislation, either party may reopen the Agreement with reference to wages or such other matters as may be affected, by serving sixty (60) days written notice to the other party within ten (10) days from the date the work week is changed.

### **Section 8. Commencement of Work for Scheduled Work**

No time shall be allowed to any employee for reporting to or returning from their established headquarters. All authorized time spent in traveling from the employee's headquarters to and from the job shall be considered time worked.

### **Section 9. Assignment of Work**

- (A) Work assignments for all employees in each classification are outlined in the approved job descriptions now in effect. The Association reserves the right to add to, delete from or amend these job descriptions as necessitated by future

changes in operations in accordance with the established job evaluation procedure, with advance notification of such changes to the Union. The phrase "as necessitated by future changes in operation" used in this paragraph is agreed to mean such changes as the use of new equipment, or where the character of the job has materially changed due to a change in circumstances not existing when the job was evaluated. However, where there is no change in circumstances and the Association adds to, deletes from or amends a job description, the Association shall negotiate the wage rate for the revised job prior to putting the job into effect. Questions concerning the evaluation or re-evaluation of jobs covered by this Agreement which cannot be resolved by means of this procedure are subject to further review in accordance with the grievance procedure as set forth in Article VIII of this Agreement. If no agreement is reached, then the issue of the wage rate shall be submitted to binding arbitration as provided for in Article VIII. The Association may assign a temporary rate to a new job for a period of up to one hundred twenty (120) working days pending the establishment of a formal rate by the established job evaluation procedure. In the event the formal rate results in a lower grade than that temporarily assigned by the Association, the employee shall receive the rate appropriate to the job beginning the pay period immediately following the formal rating. In the event the formal rate results in a higher labor grade than that temporarily assigned by the Association, rates applicable to the proper grade shall be paid

## ARTICLE II – 9

retroactive to the date of the employee's assignment to the new job. When the Association establishes a formal rate for a new or changed classification, the Association shall:

- (1) Prepare a new or revised job description.
  - (2) Present to the Union in writing the job description, the formal rate of pay, and its effective date. If the formal rate of pay for a new or changed job is not satisfactory, the grievance procedure shall herein be followed and only the formal rate of pay for such new or changed job assignments shall be subject to the grievance and arbitration provisions of this Agreement.
- (B) The composition of the various crews required by the Association's operations shall be determined by the character of the work normally performed in the division.
- (C) Provided there is no other supervisor in effective charge, supervision and work direction on one piece of work shall be provided by temporary upgrading or assignment of hourly personnel. The person selected to be in charge shall be responsible for work performance.\
- (D) Effective supervision is defined as, Supervision that is either in the immediate area directing the work or is available at all times via radio, mobile phone, pagers or other means of communication with the crew(s). When requested, Supervision shall be at the work site within a reasonable length of time.

If no effective supervision, then the following hourly classification shall apply with the crew make-up	No. of Journeymen [one (1) of which shall be the classification noted in Column #1]	No. of unskilled or semi-skilled	Total crew complement including the person in charge as noted in Column #1	
			min	max
Labor Foreman. L/G 5 occ. code #3341	0	14	3	15
Construction/Labor Working Foreman. L/G 6 occ. code #3230	0	14	3	15
Const./ Maint. Working Foreman. L/G 9 occ. code #3250	0	14	3	15
Working Foreman 1st Year. L/G 10 occ. code #3211	1 or 2	5 or more	6	15

- (E) Except as hereinafter otherwise provided, salaried personnel shall not handle tools or do that class of work required of hourly workers except as required in case of emergency, for training, for instructional purposes or for technical work. Technical work consists of work involving testing, installation and removal of specialized equipment and other work requiring specialized training,

## ARTICLE II – 9,10

education and/or skills beyond that normally required of a Journeyman classification and the interpretation, extrapolation and application of the results of such testing and/or equipment.

- (F) Tradeshelpers and laborers shall not do the work of a Journeyman, work on or adjacent to unguarded energized conductors, work in elevated areas requiring special climbing skills or ability, or shall not work alone on electrical installations from a bucket or platform truck unless assisting a Journeyman who is in the bucket or on the platform.

### **Section 10. Headquarters**

- (A) "Established Headquarters"—any headquarters designated by the Association with proper advance notice for the purpose of engaging in work where such work shall continue indefinitely.
- (B) "Temporary Headquarters"—any headquarters designated by the Association for the purpose of engaging in work where such work shall continue for a temporary period. Since the requirement to work at out-of-town temporary headquarters is inherent in the utility industry, the Association at its option, may establish temporary headquarters at any location.
- (C) As a general rule, out-of-town work shall be distributed as fairly as possible among employees in job classifications required to perform such work.

**Section 11. Determinations and Notices**

- (A) The determination as to whether any headquarter assignment is established or temporary shall be made by the Association and proper advance notice thereof shall be given to the employees affected.
- (B) The Association shall notify all employees at least twenty-four (24) hours in advance of going to temporary headquarters for one (1) night or more for out-of-town work or shall notify the employees so affected prior to the close of the preceding shift worked. In the event that less notice than that specified above is given, except in case of emergency and except for the relief of employees unable to complete out-of-town work which they have been assigned due to illness or other personal reasons outside the responsibility of the Association, the employee affected shall receive one-half ( $\frac{1}{2}$ ) time in addition to the applicable rate for the first eight (8) hours. Employees assigned to out-of-town work during an emergency or to relieve employees unable to complete an assignment due to illness or personal reasons outside the responsibility of the Association, shall be paid their straight time or regular rate during such assignment. "Emergency work" as used in this Section is meant to be that work necessitated by flood, fire, disaster, or other such unusual conditions.



## **ARTICLE II – 12,13**

### **Section 12. Notice of Return to Work**

- (A) Employees returning to work after any illness, accident or unscheduled absence shall give to their supervisor at least eight (8) hours notice before returning to work.

### **Section 13. Change in Established Work Schedules (For provisions relating to shiftmen, see Article II, Section 16)**

#### **(A) Definitions:**

- (1) Work day - eight (8) hours per day regardless of start time.
- (2) Start time - the time of day the supervisor designates that an employee begin the work day.
- (3) Start Time Change - when the employee's start time is changed within the confines of the current shift's time range.
- (4) Shift - day, swing and graveyard shifts as defined in Article II, Section 5 (A), (B), and (C); each having their specific time ranges.
- (5) Current shift - the shift within which the employee's start time lies.
- (6) Shift Change - when the employee's start time is changed from the confines of their current shift's time range to that of another shift's time range.
- (7) Shift Change Notice - forty (40) hours notice must be given prior to the start time for any shift change.

- (8) Start Time Change Notice - twelve (12) hours notice must be given prior to any change in start time.
- (B) When an employee's shift is changed for a period of three (3) work days or less, or more than one hundred fifty (150) calendar days, the employee shall be paid one and one-half ( $1\frac{1}{2}$ ) times BHR for that time worked during the changed period.
- (C) Except in the shift change circumstances described above and a shift change notice is not given, the employee shall be paid one and one-half ( $1\frac{1}{2}$ ) times BHR for their first work day. On the second (2nd) and subsequent eight (8) hour work days on the new shift, straight time rates shall prevail. When shift change notice has been given straight time rates shall prevail.
- The employee must have at least fifteen and one-half ( $15\frac{1}{2}$ ) hours off between work days, when resuming their prior established shift or shall receive one and one-half ( $1\frac{1}{2}$ ) times BHR for the first work day. If the employee is required to report to work after fifteen and one-half ( $15\frac{1}{2}$ ) hours off, the straight time rate shall prevail.*
- (D) When an employee's start time is changed, proper start time change notice shall be given. When start time notice is not given, the employee shall be paid one and one half ( $1\frac{1}{2}$ ) times BHR for the first two hours of that work day. When start time notice is given, the straight time rate shall prevail.
- (E) Deviations from established shifts or start times, with or without use of notice provisions, and without premium pay, can be made when such changes are mutually agreed upon.

**Section 14. Inclement Weather**

- (A) It is management's intent to utilize the work force productively. However, if weather conditions or weather-related conditions are such that no scheduled work or training can be undertaken, employees reporting to work shall be granted at least two (2) hours pay, unless notified before the close of their work day that no work shall be performed the following day. It being understood, however, that such employees may be held at headquarters for trouble calls. Employees who report for scheduled overtime work on their sixth (6th) or seventh (7th) day but are sent home because of inclement weather shall receive two (2) hours show-up pay or pay for actual time worked whichever is greater. Employees shall not receive any pay if they call their supervisors or their supervisors call them before reporting for scheduled overtime work and are told not to come in that day because of inclement weather. If they are unable to contact their supervisors, employees are advised to report to work anyway.
- (B) Employees working on the job when inclement weather occurs and work cannot continue will be paid a minimum of four (4) hours.

**Section 15. Journeymen and Apprentices**

The following definition and regulations govern the employment of Journeymen and Apprentices in the various trades of the Association:

- (A) The term Journeyman shall apply to a worker who has served a formal Apprentice program or the equivalent thereof in one (1) of the recognized crafts established by the Association.

- (B) Apprentices, after serving their full Apprenticeship years, shall be retained at the rate next below a Journeyman's rate, until an opening occurs for a Journeyman or for a period not to exceed an accumulated period of one (1) year, after which time the employee shall be progressed to the status of a Graduate Apprentice, Thereafter and paid at the Journeyman rate on a special classification number.
- (C) The ratio of Apprentices to Journeymen shall be determined by the future requirements for Journeymen but shall not exceed one (1) Apprentice to every one (1) Journeyman in each classification.
- (D) An Apprentice, other than a Graduate or Thereafter, shall work under the guidance of a Journeyman or supervisor who is a Journeyman in the trade and under no circumstances shall such Apprentice be entitled to temporary upgrades.
- (E) The Association and its Apprentices shall abide by the rules and regulations of the Apprenticeship Standards and Affirmative Action Plan for the Recruiting, Selection and Training of Apprentices as established in the Association by the Joint apprenticeship Committee and approved by the Joint Union-Management Negotiating Committee, including those which have been approved or may hereafter be approved by the Arizona Department of Economic Security. These rules and regulations are a part of this Agreement.

**Section 16. Shiftmen**

- (A) Shiftmen are those employees who are engaged in the performance of duties relating to operations of a continuous nature requiring that work be scheduled twenty-four (24) hours a day, seven (7) days a week. At present, those employees who are considered to be shiftmen are:
- (1) **All Zanjeros**
  - (2) **Assistant Transmission Watermasters**
- (B) "Shift schedule" as used herein shall mean any work schedule established for shiftmen. The Association shall establish a schedule providing for rotation of shifts and days off.
- (C) Changes in regular shift schedules shall be posted a minimum of forty (40) hours in advance.
- (D) Except on emergency work, no shiftman shall be required to work any split shift or split work week.
- (E) Emergency relief of shiftmen shall be defined as being caused by illness or other inability of the regularly scheduled employee to work their shift due to no fault or action of the Association. In providing for emergency relief of shiftmen, other employees from either shift (and not necessarily working the same schedule or hours as the employee relieved) may be transferred to the relief duty. A minimum of fifteen and one-half (15½) hours off duty shall be allowed when transferring other employees from shift, provided, however, if less than fifteen and one-half (15½) hours off duty is allowed, the employee shall be paid at the overtime rate for the first shift.

- (F) When relieving shiftmen for a reason other than emergency, as defined in paragraph (E) above, or when changing a regular shift schedule, relieving employees shall have at least fifteen and one-half (15½) hours off duty and forty (40) hours notice prior to commencement of the first shift on a new schedule. Failure to give such time off between shifts or such notice shall cause employees to be paid for the first shift on the new schedule at the overtime rate. When a shiftman works his/her regularly scheduled days off, the employee shall be paid at the overtime rate, provided, however, when the employee returns to the regularly scheduled shift after working his/her days off, no premium pay for a short change shall result.
- (G) Sleep time for shiftmen is the period of time beginning twelve (12) hours prior to the start of their scheduled shift and ending four (4) hours prior to the start of their scheduled shift. All worked sleep time will be paid at **two and one half (2½) times BHR.**
- (H) *Rest time is the period of time the employee shall be allowed off during the next regular shift equivalent to their sleep time hours worked. Shiftmen except when providing emergency relief as described in paragraph (E) above are eligible for rest time. Rest time shall not extend past the end of the employee's regular shift and shall be scheduled at the end of the regular shift except when by mutual agreement, time off may be scheduled at the beginning of the regular shift.*
- (I) When a shiftman qualifies under Article II, Section 16 (G) for and is required to work rest time, the employee shall be paid two (2) times BHR.

## ARTICLE II – 16,17

- (1) A shiftman who is scheduled to work on his/her first (1st) regular day off and is also required to work his/her rest time shall be paid at one and one half times (1 1/2) BHR except for rest time worked which shall be paid at two (2) times BHR.
- (2) A shiftman who is scheduled to work on his/her second (2nd) regular day off shall be paid two (2 ) times BHR.
- (3) The words "regular" and "scheduled" for purposes of application in paragraphs (G), (H) **and (I)** above are to be considered synonymous.

### Section 17. Contracted Work

- (A) It shall be the Project's policy that all its usual and customary work shall be done by its regular forces, and so to manage, control and allocate its work, seasonal and climatic conditions permitting, as to reduce to a minimum layoffs and reductions of job opportunities of its forces. To that end the Project shall endeavor in good faith not to contract out work usually and customarily performed by its regular employees at a time when such work can be performed by them. It is mutually recognized, however, that from time to time circumstances shall require the Project to contract out certain work. Labor and management will periodically review the projected work load forecast for the affected area.
- (B) In the event it becomes necessary to award construction, maintenance or service work of the type usually and customarily done by its field,

shop or clerical forces to a private contractor, the Association shall notify the Union of such contract work and the name and address of the contractor. Such notification shall be made by the Labor Relations Department before or concurrent with notification of successful bidder and prior to starting the contracted work.

### Section 18. Zanjeros

- (A) Zanjeros shall be assigned to a headquarters by bid namely, Southside or Northside. Relief Zanjeros or Zanjero/Tradeshelpers may be temporarily reassigned due to a change in work load, or in the event of emergency relief.
- (B) Relief Zanjeros may not progress beyond the "B" rate.
- (C) Relief Zanjero B's or Zanjero/Tradeshelper Senior shall be upgraded to the "A" rate when they meet the qualifications and assume the full duties of a Zanjero A, such as during vacation, sick leave or holidays. When Zanjero C's or Zanjero/Tradeshelper 2's fill in for A's, C's or Zanjero/Tradeshelper 2's shall be paid as B's. Likewise, when Zanjero D's or Zanjero/Tradeshelper 1's fill in for A's, D's or Zanjero/Tradeshelper 1's shall be paid as C's.
- (D) When it is necessary to assign a Relief Zanjero or Zanjero/Tradeshelper to an open Zanjero position, ***qualifications and abilities of the Relief Zanjeros or Zanjero/Tradeshelpers being substantially equal, the assignment shall be filled by seniority. If no qualified Relief Zanjero or Zanjero/Tradeshelper volunteers, the senior***



***Relief or Zanjero/Tradeshelper from among the highest rated Relief Zanjeros or Zanjero/Tradeshelpers available shall be assigned.***

- (E) In the event no Relief Zanjero or Zanjero/Tradeshelper is available for appointment, bids will be posted in accordance with Article V, Section I of this agreement.***
- (F) For biding purposes only, classifications 9890 Water Scheduler-Zanjero and 9995 Zanjero "A" shall be considered in-classification bidders.***

### **ARTICLE III**

## **WAGES, DEDUCTIONS AND PAY PRACTICES**

### **Section 1. Wages**

- (A) The wages to be paid to employees covered by this Agreement shall be set forth in Exhibit "A," attached hereto and made a part hereof.**
- (B) An employee shall be notified when his/her time record has been changed and the change shall affect the amount of pay received.**

### **Section 2. Payroll Deductions**

**Upon the individual and voluntary written authorization of any employee to assign a portion of the employee's wages to the Union, the Association shall deduct from the wages of such employees such amounts as are so assigned and remit same to the Union until such time as the assignment may be revoked by the employee. Such deductions will be made the first two pay periods of each month.**

**Section 3. Overtime**

(A) Except as hereinafter otherwise provided, the following work shall be paid at the rate of time and one-half (1½) BHR.

(1) Work performed before or after eight (8) straight time hours in any one (1) work day or forty (40) straight time hours in any one (1) work week.

(2) Work performed on a regularly scheduled day off except in cases where the employee voluntarily absents him/herself from the job during the week without notice and except as otherwise provided in Article III, Section 4, paragraph (A).

(3) Work performed after six (6) hours but before a meal break.

(B) **EMERGENCY**

Emergency overtime occurs when employees are required to work overtime and have been given twelve (12) hours or less notice to report to work. It is the Project's policy that during emergencies employees are required to fulfill the Association's obligation to maintain and/or restore service to its customers. The Association shall be exempt from the obligation to distribute emergency overtime as fairly as possible.

(C) **SCHEDULED**

Scheduled overtime occurs when employees are required to work overtime and have been given more than twelve (12) hours notice. When scheduled overtime is required, it is the Policy and

### ARTICLE III – 3

intent of the Association to require those employees in the classification needed to accomplish said work function to work overtime. Further, when overtime is required, the Association shall make reasonable efforts to provide a fair distribution of overtime work among employees in the same classification, based on their skills and expertise, within the cost center and shift involved, in accordance with the following procedures:

- (1) A bi-weekly record of scheduled and emergency overtime hours worked shall be maintained by the cost center. The schedule shall list the employees by name and shall show the day(s) and estimated hours of overtime scheduled. When an employee is asked to work scheduled overtime and the employee does not make him/herself available, the employee shall be charged, for distribution of overtime purposes, with the same number of hours which the employee who accepts the work is credited with converted to straight time hours. Acceptable excuses for not responding **and not charging as refused overtime** shall include death in the employee's immediate family (mother, father, brother, sister, spouse or qualified dependents), jury duty, authorized vacation, recognized Union duties, military obligations and verified illnesses.
- (2) When an employee's name is added to an occupational group in which the employee's name has not previously been included, the employee shall assume the highest number

of hours posted for an employee in the same classification and the overtime hours the employee had previously been credited with, shall be canceled.

- (3) Overtime work shall be distributed as fairly as possible on a payroll year basis, among the employees in the job classifications required to perform such overtime work.
  - (4) When an employee has not been given the opportunity to work overtime as provided herein, that employee shall be afforded the next overtime available for which the employee is qualified, within the same payroll year.
  - (5) Except for emergency overtime, those employees who work Monday through Friday that are requested to work overtime on Saturday, shall be notified by the end of their shift on the preceding Thursday, and those employees requested to work Sunday shall be notified by the end of their shift on the preceding Friday. Those employees requested to work a holiday overtime shall be notified two (2) days prior to the holiday. (For provisions relating to shiftmen, see Article III, Section 7 (B))
  - (6) Crews or personnel may not be changed for overtime distribution purposes when, in the Association's judgment, such changes shall adversely affect job continuity, schedules, quality or costs.
- (D) The maximum rate that can be earned under this Agreement for any reason or combination of

## ARTICLE III – 3,4

reasons is four (4) times the base hourly rate. Each overtime factor shall be additive and not compounded.

### **Section 4. Miscellaneous Pay Provisions**

#### **(A) Sunday and Holiday Work**

Work performed on Sundays and Holidays shall be paid two (2) times BHR. It is understood that "Sunday" for shift workers shall be the second (2nd) of two (2) consecutive days off, and the fourth (4th) of four (4) consecutive days off.

#### **(B) Call-out Time**

- (1) Except as hereinafter otherwise provided, a minimum of two (2) hours at the rate of time and one-half ( $1\frac{1}{2}$ ) shall be paid any employee who is called out by duly authorized person or persons for the purpose of working outside the employee's established hours of work. If the call-out period overlaps into the established hours of work other than for emergency work, the employee who has been called out shall be paid at the overtime rate only for that time worked outside the employee's established hours of work.
- (2) When called out to report for an immediate call-out, (employee must report within two (2) hours of call) the employee's compensation shall be calculated from the time the employee accepts the call-out from his/her supervisor, or other duly authorized person. Employees accepting immediate call-outs will

be paid an additional one half ( $\frac{1}{2}$ ) time for the first two hours.

- (3) Except as otherwise provided, employees who are required to perform work due to call-out during other than their regular working hours shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) until the employee is released or he enters his regular work shift. When such call-out extends into the employee's regular work shift, he shall revert to BHR unless meal or other premium penalties are involved.

- (4) If an employee has worked more than eight (8) hours of call-out overtime work, and said work continues into the employee's regular shift, the employee shall continue to receive a minimum of one and one half ( $1\frac{1}{2}$ ) times BHR until released.

(C) Sleep Time (For provisions relating to shiftmen, see Article II, Section 16)

- (1) Sleep time is the period of time beginning ten (10) hours prior to the start of their scheduled shift and ending two (2) hours prior to the start of their scheduled shift. All worked sleep time will be paid at **two and one half ( $2\frac{1}{2}$ )** times BHR.

- (2) *Rest time is time the employee shall be allowed off during the next regular shift equivalent to their sleep time hours worked. Rest time shall not extend past the end of the employee's regular shift. Time off shall be scheduled at the end of the regular shift*

## ARTICLE III – 4,5

*except when by mutual agreement, time off may be scheduled at the beginning of the regular shift.*

- (3) Except as otherwise provided, when an employee qualifies under Article III, Section 4 (C) (1) and is required to work their rest time, the employee shall be paid two (2) times BHR.
- (4) Employees scheduled to work their sixth (6th) day (1st regular day off) and are also required to work their rest time shall be paid one and one half (1½) times BHR except for rest time worked which shall be paid at two (2) times BHR.
- (5) Employees scheduled to work on their seventh (7th) day (2nd regular day off) shall be paid two (2) times BHR.
- (D) Employees scheduled to work on their regularly scheduled days off shall not be entitled to sick leave if they become ill and are not able to report for work.

### **Section 5. Pay for Temporary Classifications**

- (A) Qualified employees temporarily assigned to a different hourly job that has higher pay rate(s) shall receive the prevailing rate of pay for such higher hourly jobs during the period of such assignment, provided however, that to qualify for temporary upgrading, an employee must be able to assume the full duties and responsibilities of such higher hourly classification. For temporary upgrading purposes the prevailing rate of pay for jobs with progressionary steps is defined to mean

the beginning rate for the job. However, in no event shall the amount for a temporary upgrade as described above be less than three percent (3%) above the employee's current base hourly rate nor more than the highest rate per hour for the hourly classification of temporary assignment.

- (B) Employees in hourly classifications listed in Exhibit "A", (except summer students), who satisfy the qualifications of a higher salaried non-supervisory classification and are able to assume the full duties and responsibilities of a higher salaried classification, shall be paid three percent (3%) above the employee's regular hourly rate of pay for the duration of such assignment. A higher salaried non-supervisory classification is defined as the "Salary Range Minimum" specified by the prevailing salary structure *that* exceeds the regular rate of the hourly employee.
- (C) Employees upgraded temporarily to a salaried supervisory position shall be paid three percent (3%) per hour above the appropriate Working Foreman, Thereafter rate when the line of progression includes the classification of Working Foreman, First (1st) Year and Thereafter, and for other salaried supervisory jobs the employee shall be paid at a rate of three percent (3%) above the highest classification supervised.
- (D) Travel, in conjunction with a temporary upgrade assignment, does not in itself qualify the employee for temporary upgrading; therefore, travel time shall be paid at the employee's base rate, not at a temporary upgrade rate. Permissible exceptions are temporary upgrades to working supervisory type classifications, etc., which



involve performing productive type work duties of the higher classification during travel time. As such, travel is incidental to the work being performed by the employee during the travel period. Under such circumstances, the employee shall be paid that portion of the travel time during which the employee discharged the productive type work duties of the higher classification. In no event shall traveling in itself be construed to be the assumption of the duties of a higher classification.

**Section 6. Pay and Status for Temporary Employees**

- (A) An employee hired for temporary employment such as seasonal and/or special assignments shall be designated "temporary employee" and shall be paid at the rate established for the classification in which the employee shall work.
- (B) Such employee shall serve two hundred seventy (270) calendar days before any seniority and benefits are established, except to the extent required by law. Such employee may submit bids for regular classifications in accordance with Article V, Section 1, at any time after the original date of hire. At the beginning of the two hundred seventy-first (271st) day of employment, seniority and benefits shall be reinstated to the original date of hire.
- (C) Temporary employees shall accrue no seniority or benefits. However, upon change to regular status, through bidding or after serving nine (9) months as a temporary employee, seniority and benefits, except group and hospitalization insurance, shall be effective as of the original date of employment.

Insurance benefits shall become effective after enrollment as a regular employee and payment of the first monthly insurance premium.

- (D) A regular employee may bid and be accepted on a temporary assignment without loss of benefits, provided the employee's regular job is filled by a temporary assignment or unless such bid is to prevent the regular employee from being laid off.

### **Section 7. Holiday Pay**

- (A) On those holidays specifically enumerated in Article IV, Section 1, all employees, except as herein otherwise provided, shall be given the day off from work and paid holiday allowance of eight (8) hours pay at their regular straight time hourly rates.
- (B) Shiftmen, and those employees on non-continuous multi-shift work may, by the decision of the supervisor and with forty (40) hours' notice, be given the day off if the holiday falls on one of their regularly scheduled days to work or another day off in lieu thereof if the holiday falls on the sixth (6th) or seventh (7th) day of their work week; if they are required to work they shall be paid the holiday allowance in addition to the pay they receive for the hours actually worked during that week. If given less than forty (40) hours' notice, the employee shall have the option of working the regularly scheduled shift or taking the holiday off.
- (C) All employees required to work on a holiday shall be paid two (2) times BHR for the hours actually worked in addition to the holiday allowance, except as otherwise mutually agreed to in writing.

## **ARTICLE III – 7, IV – 1**

- (D) In order to qualify for holiday pay allowance, except as hereinafter provided, every employee shall have worked a minimum of thirty-two (32) regular time hours in the work week in which one (1) paid holiday shall occur, or twenty-four (24) hours in a work week in which two (2) paid holidays shall occur, unless excused from work by the Association as a result of earned sick leave, earned vacation, unfavorable weather conditions or excused leaves of absence. Holidays shall be paid for the first six (6) months of excused leave.
- (E) Exchange of holidays shall be restricted to crews working out-of-town on a holiday which falls in the middle of the week, at the straight-time rate, in exchange of another day off and shall be by mutual agreement. Mutual agreement for this clause implies written consent of the majority of the employees involved; shop steward, department superintendent and department manager.

## **ARTICLE IV EMPLOYEES' BENEFITS AND PAID EXPENSES**

### **Section 1. Holidays**

- (A) The following days shall be recognized as holidays under the terms of this Agreement:
- New Year's Day
- \* Martin Luther King Jr's Birthday, third Monday in January
  - \* Washington's Birthday, third Monday in February

Memorial Day, last Monday in May

July Fourth

Labor Day, first Monday in September

- \* Veteran's Day, November 11 of each year

Thanksgiving Day, recognized national holiday

Thanksgiving Friday,

Friday following Thanksgiving

Christmas Eve

Christmas Day

- (B) \* The above three (3) holidays preceded by asterisks shall be considered "flexible holidays" and shall be treated for administrative purposes as vacation days, i.e., rules for use and accrual of vacation under Article IV, Section 2, shall apply.
- (C) The Association shall select Friday if the holiday falls on Saturday and Monday if the holiday falls on Sunday or elect to pay the holiday allowance in lieu of a day off by giving ten (10) days notice of the alternate selection. If Friday is already a holiday, then the Saturday holiday shall be taken on Thursday. Likewise, if Monday is already a holiday then the Sunday holiday shall be taken on Tuesday. These provisions do not apply to employees on work of a continuous nature or multi-shift work as defined in Article II, Section 6 (B) who shall recognize the holidays as shown above as they fall.
- (D) Holiday allowance eligibility for Regular Part-time, Temporary and Variable employees shall be as follows:

## ARTICLE IV – 1

- (1) Regular Part-time employees [as defined in Article II, Section 3 (B)] shall be eligible for paid holiday allowance based on the number of hours worked per week. An employee working twenty (20) but less than thirty (30) regular hours per week shall be entitled to four (4) hours of paid holiday allowance; an employee working thirty (30) but less than forty (40) hours per week shall be entitled to six (6) hours of paid holiday allowance. In the event an employee is working less than twenty (20) regular hours per week, no paid holiday allowance shall be allowed. If the regular part-time employee is required to work on the day recognized as a holiday, the employee shall receive the appropriate rate of pay for time worked on the recognized holiday, just as a regular full-time employee working the same schedule would receive.
- (2) Temporary employees [as defined in Article II, Section 3 (C)] are not eligible to receive paid holiday allowance. If the temporary employee is required to work on the day recognized as a holiday, the employee shall be paid two (2x) times BHR for the hours actually worked.
- (3) Variable employees [as defined in Article II, Section 3 (D)] are not eligible to receive paid holiday allowance. If the variable employee is required to work on the day recognized as a holiday, the employee shall be paid two (2) times BHR for the hours actually worked.

**Section 2. Vacations**

- (A) Each employee, except those classified as Regular Part-time, Temporary and Variable, as covered in paragraph (B) who shall have been regularly employed by the Project for six (6) months or more shall be given a vacation with equal to their regular classification rate of pay for each period of continuous employment with the Association in accordance with the following schedule:

<b>After completion of 6 months</b>	<b>40 hrs.</b>	<b>5 days*</b>
<b>After 6 months to completion of 5 years</b>	<b>80 hrs.</b>	<b>10 days</b>
<b>After 5 years to completion of 13 years</b>	<b>120 hrs</b>	<b>15 days</b>
<b>After 13 years to completion of 22 years</b>	<b>160 hrs.</b>	<b>20 days</b>
<b>After 22 years to completion of 27 years</b>	<b>200 hrs.</b>	<b>25 day</b>
<b>Over 27 years</b>	<b>240 hrs.</b>	<b>30 days</b>

*\* Note: The word day means an eight (8) hour day.*

- (B) Paid vacation eligibility for Regular Part-time, Temporary and Variable employees shall be as follows:
- (1) Regular Part-time Employees [as defined in Article II, Section 3(B)] after working one thousand forty (1040) regular time hours shall be given a vacation with pay equal to their regular classification rate of pay for each period of continuous employment in

## ARTICLE IV – 2

accordance with the above schedule, except that the number of vacation hours earned per pay period shall be determined by dividing the number of straight time hours worked by 80. Depending upon the employee's length of service, the percentage derived above shall be applied to the full-time vacation accrual rate to determine the actual number of vacation hours per pay period.

- (2) Temporary Employees—[as defined in Article II, Section 3 (C)] are not eligible to receive paid vacation.
  - (3) Variable Employees—[as defined in Article II, Section 3 (D)] are not eligible to receive paid vacation. A variable employee, however, who bids [see bidding restrictions, Article V, Section 1 (B)] and is accepted in a regular full time classification shall have all regular time hours worked as a variable employee credited to earned vacation on the basis of dividing total regular time hours worked by one hundred seventy-three and three tenths (173.3) hours to determine the number of months for vacation eligibility.
- (C) After becoming eligible for paid vacation, an employee may request vacation time as it is accrued, provided however, that in the event one (1) day's vacation is requested a minimum of one (1) weeks advance notice shall be required, and the employee shall be notified on the second (2nd) day after such request whether the same is approved or denied. In the event two (2) days or more vacation is requested, a minimum of two (2) weeks advance notice shall be required, and the

employee shall be notified within seven (7) days thereafter whether the same is approved or denied. The Project reserves the right to cancel or postpone vacations to meet operational requirements.

- (D) An employee, at his/her option, may request pay in advance with the employee's vacation application if the vacation time is accrued. The request for advance vacation pay shall require the same notice provisions carried in Article IV, Section 2 (C).
- (E) All vacation time, except as provided in paragraph (F) below, shall be used not later than the close of the second (2nd) calendar year succeeding the calendar year in which such vacation time is earned, unless otherwise authorized by the Association.
- (F) No vacation postponed or canceled pursuant to paragraph (C) above shall be forfeited and, except by mutual agreement, such vacation must be used within the next calendar year.
- (G) When it is necessary to cancel a vacation approved under notice requirements listed in Article IV, Section 2, the Project shall reimburse the employee for any reasonable loss incurred as the result of vacation cancellation, such as prepaid lodging, provided the loss is reported at the time of vacation cancellation.
- (H) In the event of an extreme emergency, by mutual agreement, the Association may pay an employee for any vacation time accrued in lieu thereof.



- (I) ***When a schedule change would result in less than the normal hours worked in a workweek, an employee will work the required hours to equal that of the normal work week at 1.5 X BHR.***

### **Section 3. Vacation for Terminating Employees**

An employee leaving the employ of the Project for any reason shall be paid accrued vacation pay allowance.

### **Section 4. Sick Leave**

- (A) Each employee, except those classified as Regular Part-time, Temporary and Variable, as covered in paragraph (B), who shall have been regularly employed for six (6) months, shall be eligible for six (6) work days approved sick leave with pay at their regular classification rate. Each employee who shall have been regularly employed for twelve (12) months shall be eligible for twelve (12) work days approved sick leave with pay at their regular classification rate and shall be eligible for a like amount of sick leave for each full year of employment thereafter.
- (B) Paid sick leave eligibility for Regular Part-time, Temporary and Variable employees shall be as follows:
- (1) Regular Part-time Employees shall earn sick leave each pay period based upon the actual number of straight time hours worked divided by 80. The percentage derived above shall be applied to the sick leave accrual rate to determine the actual number of sick leave hours earned per pay period. Part-time

employees become eligible to utilize accrued sick leave upon the completion of 1040 hours of continuous employment.

- (2) Temporary Employees—are not eligible to receive paid sick leave.
- (3) Variable Employees—are not eligible to receive paid sick leave, except however, should such employee be accepted in a regular full-time classification, all regular time hours as a Variable Employee shall be credited to earned sick leave on the basis of dividing regular time hours worked by one hundred seventy-three and three tenths (173.3) hours to determine the number of months for sick leave eligibility.
- (C) To be credited with sick leave, an employee, regardless of the shift worked, must see that notification is given to their supervisor prior to the beginning of their regular shift on each day of their absence from work because of illness. Any deviation from this rule must be justified to the supervisor. If for any reason an employee is required to obtain a certificate from a doctor, the Project shall reimburse the employee any normal expense incurred in its procurement.
- (D) An employee returning to work, after an illness necessitating the care of a doctor (when the nature of the illness is such that risk to the employee or fellow employees may be incurred by the employee resuming his/her duties) shall furnish a doctor's statement that he/she is physically employable, and the date the employee is able to return to their regular duties. Without

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said statement, the supervisor may deny the employee's return to work until a statement is provided.

- (E) Employees may use up to their total sick leave accrued for the care of family members. Family members include employee's children, spouse, parents or any relative living with them. to be credited with sick leave, an employee, regardless of the shift worked, must see that notification is given to their supervisor prior to the beginning of their regular shift on each day of their absence from work because of illness. Any deviation from this rule must be justified to the supervisor.
- (F) Upon completion of one (1) year of service, employees may use up to sixteen (16) hours **(twenty-four (24) hours effective 1/1/2001)** of sick leave for personal business providing:
  - (1) The employee schedules the time off at least one (1) day in advance,
  - (2) The Association approves based on workload requirements and the Association's assessment of the employee's needs.
  - (3) Personal business hours may not be accumulated from one year to another.

NOTE: Employees are not required to provide the Association with reasons for Personal Business Leave, however, failure to do so shall necessitate that the Association act solely on the information at its disposal.

- (G) Unused sick leave shall be accumulated from year to year up to a maximum of ninety (90) days, at the close of any calendar year to be used only for

time off due to employee's illness, except however, that in case of a death in the employee's immediate family, including father and mother of spouse, up to a maximum of five (5) days shall be granted and may be chargeable to sick leave.

- (H) After an employee accumulates the maximum of ***seven hundred twenty (720) sick leave hours, (ninety (90), eight (8) hour days*** unused sick leave subject to forfeiture because of maximum accumulation shall be converted to cash on a fifty percent (50%) basis except upon termination, discharge or retirement. The period of accumulation for the purpose of determining eligibility for conversion to cash shall be from January 1 through December 31 of each year.
- (I) An employee meeting pension eligibility requirements may apply in writing on a form prescribed by Human Resources Services Department for retirement between sixty (60) to ninety (90) days in advance of the anticipated retirement date and shall subsequently receive payment of one hundred percent (100%) of earned and unused sick leave accumulated to the employee's date of retirement.
- (J) If an employee dies, the Company shall pay all unused and accrued sick leave compensation to the employee's spouse, if married, otherwise to the employee's estate.

## **Section 5. Leaves of Absence**

- (A) The Association may, at its discretion, grant leaves of absence without pay for a period not to exceed one (1) year. After completing six (6) months leave in any one (1) year, an employee

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shall not accumulate any additional sick leave, vacation, or seniority rights but shall retain any seniority rights accumulated up to that time during the balance of the employee's leave. Union representatives may be granted excused leaves of absence without pay when grievances, labor-management meetings, labor-negotiations, or Union conventions require absence from their jobs instead of using accumulated vacation time.

- (B) An employee on a leave of absence in excess of six (6) months for any reason other than industrial accidents occurring while in the employ of the Association shall make arrangements with the Association to pay in advance any premium costs necessary on group insurance and hospitalization.
- (C) Under the following conditions, no leave of absences shall be allowed:
  - (1) To seek employment
  - (2) To be employed elsewhere
- (D) Upon becoming available to return to work after a leave of absence in excess of six (6) months for any reason other than industrial injury the employee shall be reassigned to his/her former position providing the position has not been filled with a regular assignment. In the event the position is so filled, the employee returning from leave of absence shall be placed in a position of like, or similar work, if a vacancy exists for which the employee is qualified; provided however, if no such vacancy exists, the employee shall be granted an additional sixty (60) days leave of absence during which time bidding privileges may be exercised.

- (E) Position vacancies created due to illness or an off-the-job accident to employees shall be posted as temporary and filled on a temporary basis for a period of up to six (6) months. Such employees returning to work during this period shall be reassigned to their former classification providing they are capable of performing the duties of their former classification. In the event the employee is not able to return to work within the six (6) month period or is unable to perform the duties of the former classification, the position shall be bid as a regular vacancy. In such case, the employee returning from leave due to off-the-job accident or illness shall be granted an additional sixty (60) days leave of absence to exercise bidding privileges. Any make-up pay due the injured employee shall at all times be calculated on the basis of the rate of pay in effect on the date of leave.
- (F) During the period an employee receives Workmen's Compensation, the employee shall not accumulate sick leave or vacation time after thirty (30) days but seniority shall continue to accumulate through the period of disability.
- (G) Industrial cases shall be considered on leave for a period not to exceed one (1) year or until status changes by ruling of the Industrial Commission, provided, that the employee shall be entitled to use sick leave where no compensation is paid to the employee for the first (1st) week of injury.
- (H) When a regular employee is being paid Workmen's Compensation, the employee shall be paid an amount equal to the difference between Workmen's Compensation received and ninety

## ARTICLE IV – 5,6

percent (90%) of the employee's Net Straight Time Base Earnings. Such additional payment shall not be charged against sick leave and shall continue to be reduced by payments under SRP's Group Long Term Disability Insurance and/or Social Security or applicable taxes. The Net Straight Time Base Earnings is defined as gross base earnings less Social Security Tax, Federal Income Tax and State Income Tax, totaling twenty percent (20%).

- (I) When an employee has been absent for two (2) working days and cannot justify cause of absence, the Association may terminate said employee.

### **Section 6. Telephones and Commercial Driver's Licenses**

- (A) The Association shall pay the minimum rate for telephone services for all employees required by the Association to have a telephone.
- (B) Each employee who is employed by the Association for the principal purpose of driving a motor vehicle shall be reimbursed up to a maximum of twenty-five dollars (\$25) of the cost of a Commercial Driver's license (CDL) obtained by such employee at the request of the Association. In case of necessity, and with proper advance application to supervision, employees shall be allowed one (1) hour prior to the end of their shift to renew an expiring commercial driver's license or driver's license, if required in their job classification.

**Section 7. Benefits**

Nothing in this Agreement shall be construed as cause for the Association to abrogate or reduce the scope of benefits, to the employees, existing at the time of the adoption of this Agreement. Such benefits include: health care benefits (Dental, Hearing Aid, Medical, Mental, Vision), 401(k) Plan, Life Insurance, LTD & STD, Pension Plan, Tuition Reimbursement and other negotiated benefits. Changes in employee benefit carriers shall be reviewed with the Union prior to inception.

**Section 8. Furnished Tools and Equipment**

- (A) The Project shall furnish tradesmen and their helpers all tools, including metric tools, necessary to do the class of work previously done by these tradesmen and which cannot be done with their regular tools.
- (B) All employees required to work outside in rainy weather shall be furnished raincoats, rubber boots and hats.
- (C) Employees required to work in areas and under conditions that are destructive of clothing shall be furnished on-the-job protective or substitute clothing at Association expense.
- (D) Employees furnished tools, equipment, safety devices, foul weather gear or clothing in accordance with (A), (B) and (C) above shall be held responsible for its care. In the event such tools, equipment, devices, gear or clothing are lost or destroyed due to negligence of the employee, the employee shall be required to pay for same and deductions therefore may be made from the



employee's pay. Nothing herein shall be construed to mean that the employee shall be charged for such tools, equipment, devices, gear or clothing damaged, broken or worn out in the performance of the employee's duties.

- (E) If an employee wishes to purchase tools necessary to perform the employee's regular duties, the Project shall assist the employee to secure the tools at a discount. The Association may permit the employee to purchase these tools through the tool room(s) by payment of a certified check or money order and/or it may make arrangements for the employee to purchase the tools directly from a supplier outside the Company.
- (F) The Association shall furnish gloves required by field personnel as replacement, or gloves worn out in the performance of duties and returned.

#### **Section 9. Travel Expense**

- (A) Employees being dispatched from established headquarters to temporary headquarters shall be paid the regular rate for time consumed in traveling and transportation shall be furnished by the Association.
- (B) In the event that an employee is assigned to a temporary headquarters and it is mutually advantageous for the employee to report directly to such temporary headquarters and/or work location, the department head may, at his/her option, permit the employee to use personal transportation to travel to and from home and such temporary headquarters and/or work

locations. Mileage shall be paid for the total miles driven as the result of such work assignment which are over and above that which the employee normally drives to and from established headquarters and home. Additional time consumed in such travel shall be paid at the rate of time and one-half (1½). In cases where the temporary headquarters assignments result in less mileage and travel time for the employee, no mileage expense, zone rate or travel time shall be paid.

(C) Any employee who is authorized to use a personal vehicle on Association business shall be paid for the total number of miles driven in the vehicle for such use. The rate paid shall be the allowable IRS maximum.

(D) The Association may require employees to use zone rates. Zone rates shall be the following:

Zone 1	0 to 14.9 Miles	\$ 7.50/day
Zone 2	15 to 29.9 Miles	\$12.50/day
Zone 3	30 to 44.9 Miles	\$42.00/day
Zone 4	45 to 59.9 Miles	\$57.00/day
Zone 5	60 to 74.9 Miles	\$71.50/day
<b>Zone 6</b>	<b>75 Miles and above</b>	<b>\$100.00/day</b>

(E) If, in order to reach the job site, an employee must travel in a further zone than where the job site is located (the Association to pre-approve the route) the rate for that day shall be the rate of the higher zone. In all other cases the distance shall be the radial mile distance to the job site from the employee's regular headquarters except for hydro system work where the appropriate zone rate shall be the actual road miles to the job site from

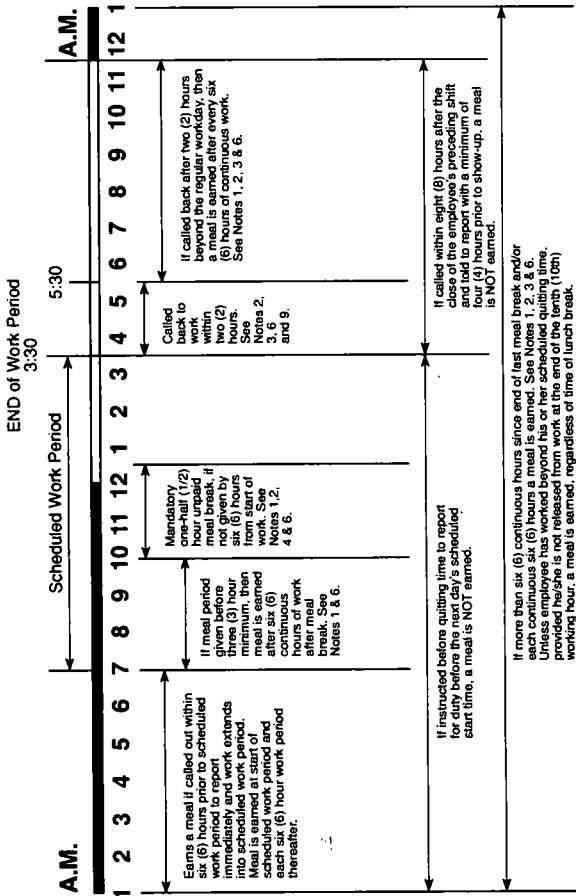
## ARTICLE IV – 9

an employee's headquarters.

- (F) The zone rate in zones 3 and above shall be in lieu of all meal allowances. The zone rate for all zones shall be in lieu of all travel time and per diem. All missed meal breaks will be paid as outlined in Article IV, Section 10 (A) "meals" for all zones. Working on zone over 90 miles shall be by mutual agreement.

## Section 10. Meal and Lodging Expense

(A)



- NOTE 1** The intent of the meal provision is to provide food for employees at the expense of the Association to those who meet the requirements above. The fundamental concept is that people eat meals three (3) times a day and at approximately six (6) hour intervals. The conditions outlined herein are based on this fundamental six (6) hour interval.
- NOTE 2** An extra one-half (1/2) X BHR is paid for the first missed meal only. The furnishing or offer of a single reasonably priced meal or refusal of that meal, shall result in the forfeiture of the extra one-half (1/2) X BHR (for a missed meal) and satisfies the Association's obligation. The employee, however, may choose to be paid the amount of the established dinner meal rate for each missed meal or the employee may elect to eat a reasonably priced meal as per Note 7. Meals are paid through the payroll system or by draft. If meal is paid by draft it must be reported to Payroll to comply with Federal requirements.
- NOTE 3** Other than the mid-shift meal, meal time is limited to actual time required to clean up, travel (if applicable) and eat.
- NOTE 4** This item does not apply to shiftmen.
- NOTE 5** If required to resume work following a meal break, other than mid-shift meal, meal time shall be considered time worked and paid at the appropriate rate. If an employee is released following a meal break, the meal time shall not be paid as time worked.
- NOTE 6** The first time an employee is denied an earned meal the employee shall be paid a premium of one-half (1/2) of base hourly rate from the time the meal is earned until the employee is relieved, a meal is furnished or an offered meal is declined.
- NOTE 7** If an earned meal has been denied, an employee may elect one of the following options when released from work:
- (a) Be paid the amount of a reasonably priced "dinner" rate of \$15.
  - (b) Accept a \$15 draft to be used to purchase a reasonably priced meal at the restaurant of the employee's choice.

**NOTE 8**

A furnished meal is defined to consist of sanitary prepared, wholesome food supplied in adequate quantity, taking into consideration any employee medical problem. Meals may be furnished in any of the following manners:

- (a) Prepared and eaten in a restaurant or established mess hall.
- (b) Prepared in a restaurant or mess hall or by a commercial caterer and transported to the job site.
- (c) Meal prepared in employee's home by mutual agreement with employee and reimbursed by the Project.
- (d) Approved facilities provided for by the Association.
- (e) For an earned mid-shift meal, a "brown bag" meal consisting of sandwiches, dessert and so forth, prepared in a restaurant or mess hall or by a commercial caterer, and carried to or transported by the Company to the job site.
- (f) All other meals shall be heated meals.

**NOTE 9**

Have been called back to work within two (2) hours after the end of the employee's normal work period and is working (not merely receiving call-out pay) at the end of the tenth (10th) hour from scheduled starting time; if not released at that time, a meal will be earned. Meal period shall be adjusted to six (6) hours after the end of the employee's last meal break and each continuous six (6) hour work period thereafter.

**NOTE 10**

If an employee on shift work is called out to perform emergency work as defined in Article II, Section 16(E) with less than two (2) hours' notice, the employee shall be furnished a meal after six (6) hours or receive two (2) times BHR for remaining hours worked and a meal allowance. If more than two (2) hours' notice is given, the employee shall bring his/her own meal, and a meal allowance shall be given for the meal by the Association. The employee shall not qualify for the requirements under Article IV, Section 10.

**NOTE 11**

The above chart and notes are intended to be an accurate reflection of the meal clauses in the 1982 contract with additions made since that time.

## ARTICLE IV – 10

- (B) Should an employee be required to be away from established headquarters for more than one (1) day on Association business, the Association shall pay the actual costs of all meals beginning with the noon meal of the first (1st) day until after the noon meal on the date of return. Meal costs must be substantiated by presentation of an itemized receipt.
- (C) When it becomes necessary beginning with the noon meal of the first (1st) day at temporary headquarters to go elsewhere to obtain meals, the employee, after work hours and when no emergency exists, shall be paid at the overtime rate for all time spent in travel to and from the meal location, except the time actually eating. Eating time shall be paid only if employees are required to resume work upon return to temporary headquarters.
- (D) The Association shall pay for actual lodging expenses with one (1) employee per room in public facilities.
- (E) There shall be no mixing of actual or per diem during any one (1) week period (Monday through Sunday) unless the temporary headquarters change during that week. An employee who qualifies for (B) above shall have the following options, except where facilities have been provided for by the Association:
  - (1) Per Diem—A per diem of forty-five dollars (\$45) per day shall be paid to the employee in lieu of meals and lodging being provided for by the Association.

- (2) When lodging is provided for by the Association, the employee shall be paid an amount not to exceed twenty-six dollars (\$26) per day and the employee shall provide his/her own meals.
- (3) When utilizing per diem, the employee shall be granted five dollars (\$5) for breakfast, six dollars (\$6) for lunch, and fifteen dollars (\$15) for dinner.

**Section 11. Expenses at Established Headquarters**

The Association may hire an employee for any established headquarters, and under such circumstances, there shall be no allowance for free board and lodging as provided herein.

**Section 12. Voluntary Training**

- (A) Training as agreed to by both the Association and employees is a mutually beneficial objective. Training assures the Project of its continued ability to serve its customers with highly skilled manpower, familiar with the latest technological developments, while at the same time strengthening or improving the employees value to the Project.
- (B) To this end, it is agreed that:
  - (1) Training, which involves out-of-town and/or out-of-state travel, away from Project facilities, shall be compensated for at eight (8) hours straight-time pay per day (Monday through Friday), plus expenses.



## ARTICLE IV – 12,13

- (2) Training at out-of-town Project facilities, but not at an employee's assigned headquarters, shall be performed under the terms of the Collective Bargaining Agreement.
- (3) Employees being trained at in-town Project facilities which are not their assigned headquarters, shall travel on their own time to and from work and time and mileage provisions of the contract shall not apply.
- (4) For in-town non-SRP training (at or through a vendor) an employee shall be paid straight eight (8) hour pay, but shall travel on his/her own time without pay, mileage or meal reimbursement.
- (5) Employee requested training for upward mobility or job skill enhancement shall not be compensated by the company.
- (6) Apprentices are exempt from this bargaining table agreement and shall be compensated for as in the past.

### **Section 13. Mandatory Training**

Training after regular working hours shall be compensated under the terms of the Collective Bargaining Agreement provided the Association requires that the employee attend such training.

**ARTICLE V  
PROMOTION, BIDDING AND POSTING OF  
VACANCIES**

**Section 1. Promotion and Bidding**

- (A) Bidding and promotions shall be on the basis of qualifications, ability and seniority. Qualifications and ability of the bidders being substantially equal, seniority shall prevail. Whenever the senior bidder is not selected to fill a position, the approval of the department head shall be obtained before the decision on selection is announced.
  
- (B) When a vacancy occurs or a new position or employment is created, except in those cases when a position is reevaluated into a lower or higher labor grade and is currently filled, or promotion from a lower to a higher grade or classification is made possible in any department, notice of such vacancy, new position, employment or promotion shall be posted by the Association for a period of not less than five (5) working days, during which time written bids may be submitted by employees in the department concerned as well as employees of all other departments of the Project, provided however, that the need to fill such vacancy, new position or employment shall be determined by the Association. Departmental bidders normally shall be given prior consideration. Departmental/Association-wide or Project-wide bidders shall be considered in accordance with the above procedures, provided they have served six (6) months in their current job classification and provided further that the supervisor of the Section in which the vacancy

## ARTICLE V – 1

exists may waive the six (6) months classification service requirement for a bidder when the vacancy is a job which is the normal progression from the job the bidder currently holds or when no bids are received from qualified applicants. Work assignments for all employees in each classification are outlined in the approved job description in effect.

- (C) Notification of bidders and appointments shall be made from such bidders possessing adequate qualifications within forty-five (45) days following the closing date of bid notice. In the event of failure of the employees of the Project who possess adequate qualifications to submit any bid, the Association shall make such appointments from non-employees of the Project; provided however, that if such appointments are not made within a period of ninety (90) days, the bid shall be considered closed and new bid notice shall be required.
- (D) An employee's qualifications obtained while on temporary assignments shall not give him/her preference over an employee with more departmental seniority. The term "temporary assignment" is defined as job assignments not processed through the bidding procedure.
- (E) If, in bidding promotions and temporary assignments, the question arises as to qualifications and ability in a choice between an employee with more seniority and one with less seniority, the Association's judgment as to which employee has the greater qualifications and ability shall control.

- (F) In cases of sickness or industrial accidents, and the job classification is unassigned, a temporary bid notice may be posted with the understanding that when the sick or injured employee returns to work, the temporary bidder shall revert to his/her previous classification.
- (G) Should any eligible employee be prevented from submitting a bid through illness, vacation or other excusable cause at the time such bids are called for, a bid may be submitted for such employee by the Shop Steward or other person. Failure of an eligible employee to submit a bid shall not impair seniority rating or right to future bidding.
- (H) When employees bid on other jobs in their classification within their department where only a change in location or shift is involved and no break-in is required, the senior bidder shall be selected. Work assignments for all employees in each classification are outlined in the approved job descriptions in effect. If a break-in is required or when a change in classification is involved, the vacancy shall be filled in accordance with Article V, Section 1 (A).
- (I) The selection of a Graduate Apprentice to fill a Journeyman vacancy shall be made by grouping the Graduate Apprentices into time periods of graduation. All those with the oldest graduation date shall be considered equal and selection shall be considered equal and selection shall be made out of that graduating class based on departmental seniority.
- (J) When vacancies for a Journeyman occur in any trade, Graduate Apprentices on the hold rate in

## ARTICLE V – 1

such trade shall be required to bid on such openings which develop as a result of the normal bidding procedure. Failure of the Graduate Apprentice to bid or accept such vacancies shall result in reclassification as a Groundman or Tradeshelper. Appointments to fill the vacancies shall be made on the basis of seniority. However, apprentices at NGS and CGS will not be required to bid on vacancies outside of their respective locations, nor will Valley apprentices be required to bid on vacancies at NGS, CGS or Hydro sites.

- (K) Upon completion of training, Crane Operator Trainees shall be required to bid on all openings for Crane Operator within their department. Failure to bid or to accept such vacancy shall result in the employee being placed into the employee's previously held classification.
- (L) Employees shall not be rejected on a bid for the sole reason of distance from work headquarters.
- (M) The use of a temporary occupational rate shall be limited to job assignments which are not anticipated to continue on a regular or sustained basis for more than ninety (90) calendar days. Assignments requiring an occupational rate in excess of ninety (90) calendar days shall be posted as "temporary" and handled in accordance with the principles of bidding outlined in Article V. Zanjero's (D through B) performing temporary assignments shall be paid at the temporary occupational rate for the first ninety (90) calendar days worked. All work performed after the ninety (90) calendar days shall be at the Zanjero "A" rate, for hours worked. Zanjeros who remain in a

temporary assignment beyond the ninetieth (90th) calendar day may return to their previously held positions when released from the temporary assignment.

## **Section 2. Break-in Period**

In the event that any employee is transferred to any position in which there is no previous experience, the employee shall normally be given a thirty (30) day break-in period, which in no event shall exceed sixty (60) continuous work days, under the direction of an employee experienced in such a position, and during such break-in period the employee shall receive no increase in pay.

## **Section 3. Posting of Vacancies**

A single bid notice shall be posted for each "classification" vacancy. The period of posting shall be for five (5) working days during which time regular bids shall be received from departmental as well as Project-wide employees. Position vacancies which normally result only in a change in shift or location shall be made known to all Department employees by appropriate notices on bulletin boards for three (3) work days. Interested employees shall notify the Supervisor involved. If the position is awarded to an in-classification (as outlined in the job description) employee, the senior in-classification employee shall get the opening. Any opening to be filled by other than an in-classification employee or any opening for which the award of the position to an in-classification employee is contested by another Departmental applicant shall be filled in accordance with Article V, Section 1. For the convenience of the Association,

## ARTICLE V – 3,4, VI – 1

temporary assignments may be made for a period of forty-five (45) days until the bids are received and regular assignments are made.

### **Section 4. Employee Development/Appraisals**

- (A) Employees shall receive copies of the employee development/appraisals which are conducted annually after the first full year of employment. In the first year of employment, appraisals shall be conducted at the completion of three (3) and five (5) months' service.
- (B) In addition to their annual employee development/appraisals, the employee's development/ appraisal shall be brought current upon receiving a bid changing classification or work location.
- (C) If an employee disagrees with their employee development/appraisal, the employee may file a written statement enumerating the areas of disagreement(s) and elaborate on the basis of the disagreement(s). This statement shall be attached to the employee development/appraisal to which it relates. Employee development/ appraisals are not grievable under the terms and conditions of this Agreement.

## **ARTICLE VI SENIORITY**

### **Section 1. Principles of Seniority**

- (A) The basic principle of Departmental Seniority is herein recognized. Department is ***defined as the Association.***

- (B) Each employee, except one on a temporary status (see Article III, Section 6) shall have a separate seniority standing in the department in which the employee is working. Departmental seniority shall equal the continuous length of service in that department.
- (C) Any employee promoted to a salaried position by the Association prior to January 1, 1995, shall not lose department or Association seniority and shall continue to accumulate departmental seniority up to a maximum of 7 years additional seniority or the amount of seniority accumulated as of January 1, 1995, whichever is greater, and maintain bidding privileges while holding a salaried position. Any employee promoted to a salaried position by the Association after January 1, 1995, shall continue to accumulate departmental seniority and maintain bidding privileges while holding a salaried position in the department up to a maximum of 7 years additional seniority. Employees bidding to salaried jobs in other departments after January 1, 1995 shall retain but not accumulate any additional seniority.

## **Section 2. Probationary Period**

- (A) No seniority shall accrue to an employee until he/she has worked for the Association for six (6) months, but after serving such probationary period, seniority shall be computed from the date on which the employee was hired (except temporary employees covered by Article III, Section 6). During this period, however, the employee shall have bidding privileges. The retention of employees during the probationary period is at the sole discretion of the Association



## **ARTICLE VI – 2,3,4**

and the termination of such employees shall not be subject to review through the grievance procedure. See Article II, Section 2.

- (B) The probationary period for temporary employees begins at the time the employee is accepted on a regular bid.

### **Section 3. Seniority for Variable Employees**

Variable employees shall accrue seniority for bidding purposes after having completed one thousand forty (1,040) hours of work or twelve (12) months from date of employment, whichever occurs first.

### **Section 4. Effect of Transfer on Seniority**

- (A) For all regular employees of the Association, seniority is all continuous service with the Salt River Valley Water User's Association.
- (B) Any employee transferring from the District to the Association shall not lose his/her accumulation of District seniority, vacation or sick leave.
- (C) Those employees involuntarily transferred from the District to the Association or from one department to another either as a result of reorganization or for the convenience of the Project shall not lose any seniority. Years of service in the District shall be treated as service in the Association and departmental seniority in their former department is retained for a period of twenty-four (24) months following the date of transfer for the purpose of bidding and apprenticeship. The Union shall be notified of all organizational changes and such changes shall be discussed with the Union before they are announced.

**Section 5. Seniority Exceptions**

- (A) Any employee elected or appointed [a maximum of four (4)] to office in the Union which requires a part or all of his/her time shall not lose department or Association seniority, and shall continue to accrue seniority in the last department in which he/she was employed by the Association, as well as Association seniority, while holding said office in the Union.
- (B) When an employee has been placed on a special assignment, mutually agreed to by the Association, and the employee concerned, the employee shall not lose department or Association seniority and shall continue to accumulate seniority in the last department to which the employee was assigned.

**Section 6. Loss of Seniority Status**

Employees shall lose their seniority status under the following circumstances:

- (A) When an employee quits or is discharged for cause
- (B) When an employee is laid off for more than thirteen (13) months
- (C) When an employee violates Article IV, Section 5 (C) (1), Excused Leaves of Absence, and is discharged.
- (D) When an employee fails, except for conditions beyond the employee's control, to return to work after a layoff within ten (10) days from the date of mailing notice by the Association to the employee at the last known address as shown by the

## ARTICLE VI – 6, VII – 1

records of the Association, a copy of said notice shall be mailed simultaneously to the Union.

### **ARTICLE VII LAYOFFS, TERMINATIONS, POSITIVE DISCIPLINE AND DISCHARGES**

#### **Section 1. Layoffs**

- (A) Layoffs shall apply to regular employees only after all temporaries in that same job classification, location and department have been terminated. Layoffs would result from lack of work, curtailment of funds, reduction of force due to changes in operations **or reorganizations**. Written notification shall be given to each employee affected fourteen (14) calendar days prior to the effective date of layoff. Seniority shall not be accumulated during layoff.
- (B) When layoffs in any department or departments are necessitated or deemed advisable, such layoffs shall be made in accordance with the following procedure:
  - (1) Select employees in each classification to be transferred, demoted, or laid off, giving proper regard to departmental seniority and qualifications.
  - (2) The employment record of each employee so selected shall be examined to determine whether or not the employee can qualify for an equal job (temporary or regular) in another division or a job in the next lower grade, and whether or not the employee wishes to be transferred or demoted to such a job for which he/she might qualify. In order

to qualify, the employee must have greater departmental seniority than the least senior person in the other job, must be physically qualified to perform the duties and must have experience in the other classification gained in the employment of the Association or the District.

- (3) Employees who are given alternatives of accepting transfer or downgrading as outlined in item (2) above shall be required to make their decision as to such transfer or downgrading within two (2) working days from the date on which they are notified. If the employee accepts, such transfer or downgrading shall become effective as soon as practicable after notice is given but in no event longer than one (1) week after initial notice.
- (4) When exercising bumping rights, an employee normally shall bump into positions in the reverse order in which the employee held them. In other words, the employee shall first exercise bumping rights into the last position held prior to the position presently held. Journeymen may bump into positions below them in their departmental job family (as defined by the Association) even though they have not held those positions at the Project, provided that they have had the necessary Apprenticeship training even though it may not have been while with Salt River Project, and that they have greater departmental seniority than the incumbent in that position.

- (5) Each individual transferred, demoted, or bumped, according to the procedure outlined in the steps above, shall receive the pay for the classification into which he/she is moved, provided, however, that where an employee is assigned or accepted in a classification with more than one pay step, the employee shall receive the rate of the highest pay step the employee previously held.
- (6) In the event of layoff, Graduate Apprentices and Graduate Apprentices Thereafter, shall be considered as Journeyman and shall be laid off in accordance with their departmental seniority within the Journeyman classification.
- (7) Apprentices selected for transfer, demotion or layoffs shall be given the alternative of reverting to "Helper" until such time as an opening occurs in the Apprentice classification. When such an opening occurs, qualifications and ability being equal, promotion shall be on the basis of previous Apprentice seniority.
- (8) Salaried employees may bump back into hourly positions they have previously held by following the same procedure as outlined for hourly employees.
- (C) Employees placed on layoff status as the result of following the procedure outlined above shall not be expected to work during the fourteen (14) calendar days after date of layoff notification but such employees shall be required to notify the Project each work day during this period regarding

employment availability. During this fourteen (14) day period, each employee laid off shall be paid ten (10) work days, plus any severance pay due in accordance with length of service as outlined below:

<u>Length of Service</u>	<u>Severance Pay</u>
More than two (2) years, less than five (5) years . . . . .	<b>twenty (20) days</b>
More than five (5) years, less than ten (10) years . . . . .	<b>twenty-five (25) days</b>
More than ten (10) years, less than fifteen (15) years . . . . .	<b>thirty (30) days</b>
More than fifteen (15) years, less than 20 years . . . . .	<b>thirty-five (35) days</b>
More than twenty (20) years . . . . .	<b>forty (40) days</b>

***\*NOTE: The word "day" means an eight (8) hour day.***

- (D) Payment of the ten (10) working days, plus any accrued vacation, shall be made at the "out processing" date fourteen (14) calendar days after layoff notification is received. Employees receiving pay for ten (10) work days following receipt of layoff notice shall not be paid Unemployment Compensation during this ten (10) day period. Severance pay shall be paid at the classification rate last held, up to the number of working days indicated in the Severance Pay Schedule above or until the effective date of recall, whichever comes first. Payment for severance pay shall begin the first regular day after "out processing" and shall be paid on regular bi-weekly pay days until the number of severance days due have

## ARTICLE VII – 1

- been paid or until the effective date of recall, whichever comes first. In addition to severance pay, employees placed on layoff status shall be paid one-half ( $\frac{1}{2}$ ) their accrued sick leave balance on the out processing date. Employees who are still on layoff status at the end of thirteen (13) months shall be paid the remaining one-half ( $\frac{1}{2}$ ) of their sick leave balance. Payment of sick leave shall be made at the classification rate last held.
- (E) Employees on layoff status shall continue to receive medical and life insurance coverage (employee and employee dependents) in effect at the date of layoff notification up to the maximum of four (4) months following the out processing date. All costs shall be fully paid for by the Project. Upon reinstatement of employment, the payment of premiums shall revert to the arrangement in effect prior to the date of layoff. Medical and life insurance coverage shall be terminated upon acceptance of a position outside the Project or may be converted to personal policies in the event of employment outside the Project or the expiration of the four (4) months period.
- (F) An eligible list of such laid off employees shall be maintained by the Association and the names of such laid off employees shall be listed thereon for a period of thirteen (13) months following such layoff, and such laid off employees shall be rehired or re-employed during said period on a bid vacancy, qualifications and ability being equal, in the reverse order of their layoff, prior to the hiring or employment of persons who had not been previously employed by the Association. The Association shall bring to the attention of laid off

employees, eligible for re-employment in positions for which they are qualified any opportunity for re-employment that may exist during said thirteen (13) months period by a bid notice directed to such employees at their last known place of residence.

- (G) Employees on layoff status who are regularly re-employed during the thirteen (13) months following layoff shall maintain continuous credited service under the retirement plan. Seniority accumulated prior to layoff shall be reinstated, any remaining sick leave not paid on the out processing date shall be reinstated. The vacation accrual rate shall also be reinstated in accordance with total length of service.
- (H) Should any unusual delay occur in making any appointment, promotion or rehiring, as provided by this Section, or where the convenience of the Association shall be served, a temporary appointment, promotion or re-employment may be made by the Association for a period not to exceed thirty (30) days, provided that only one such temporary assignment shall be made prior to the regular appointment, promotion, or re-employment and that the employee, or employees, so temporarily assigned shall not thereby obtain any advantage, priority or preference over any other employee, or employees, to such regular appointment, promotion or re-employment.

## **Section 2. Positive Discipline**

Records of disciplinary action shall be removed from the files of those employees who complete four



## **ARTICLE VII – 2,3,4**

(4) consecutive years without receiving any discipline. Discipline will be for just cause.

### **Section 3. Discharges**

- (A) Discharge shall be for cause and effective immediately upon receipt of written notice except for terminations due to unexcused absence which shall be effective on the date of issue. The notice shall be mailed to the employee's last known address, with a copy mailed the same day to the Union. Discharge severs all relationship between the Association and the employee. The term "for cause" shall be defined by law and shall include, but not in any wise by way of limitation, the doing individually or in concert with others of any act forbidden by Article II, Section 2, hereinabove, or participating in or encouraging the doing of any such act set forth herein.
- (B) Terminations and discharges, although severing all relationship between the Association and an employee, do not deny any employee his/her right to seek recourse to such action through Article VIII, hereof, if filed within thirty (30) days after termination.

### **Section 4. Terminations**

Terminations sever all relationship between the employee and the Association. Employees laid off for a period of more than thirteen (13) months are automatically terminated. Temporary employees, when completing job assignments within a two hundred seventy (270) calendar day period, are automatically terminated.

## ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURE

### (NOTE: A COMMON SENSE GUIDE TO PROBLEM SOLVING)

*The intent of this guide is to encourage solving problems at the lowest possible level in a timely manner, and to minimize the number of grievances.*

*Both stewards and supervisors must be prompt in handling problems brought to them by employees. If the steward and the **immediate** supervisor are not able to resolve the problem, the next level of supervision should be notified for further discussions. Stewards are encouraged to contact Union leadership for guidance and information. Likewise, supervision is encouraged to contact Labor Relations for guidance and information.*

*In the event the problem is not resolved then the grievance procedure may be invoked.)*

#### **Section 1. Grievance Procedure**

(A) All employees through the representative of the Union shall have the right to a hearing on any grievance other than terminations arising under this Agreement provided a grievance is filed in writing on the designated grievance form to the appropriate supervisor within thirty (30) days.

- (1) The first step shall be an informal hearing before the supervisor(s), steward(s) and the grievant(s). The supervisor shall schedule the meeting within ten (10) calendar days after receipt of the grievance. The grievant, steward and supervisor shall define interests and work toward resolving the issue in a

represent any grievant in a grievance hearing prior to arbitration, except when testifying as a witness. Grievants may represent themselves.

- (B) A grievance may be amended if the amendment:
- (1) is directly related to the subject of the original grievance,
  - (2) is filed between the time the grievance is filed and the Step One meeting, and
  - (3) is filed within the ten (10) calendar day time limit.
- (C) A separate grievance could be filed if the proposed amendment is not germane to the subject of the original grievance or would significantly expand the scope of the grievance.
- (D) A grievance involving a question of just cause for termination of an employee shall be filed within thirty (30) calendar days from the date of termination and processed through all steps within forty-five (45) calendar days of the filing of the grievance unless mutually waived.
- (E) Grievances involving issues other than terminations shall be processed according to the following schedule: Unless mutually waived, first and second steps to be completed within sixty (60) calendar days and final step within ninety (90) calendar days of original date that the grievance is filed.
- (F) In the event the requirements of paragraphs (D) and (E) above are not met, the question shall be conceded by the party that has declined to meet

## **ARTICLE VIII – 1,2,3,4**

on any mutually agreed to date. In the event the schedules of paragraphs (D) and (E) above are mutually waived, such grievance shall be processed in accordance with a schedule to be mutually agreed to at the time such requirements are waived.

- (G) Records of grievance or investigatory meetings shall be taken and maintained by court reporters employed for that purposed by SRP

### **Section 2. Request for Arbitration**

In order for a grievance to be considered for arbitration, it must be filed as such within thirty (30) days after receipt of the third (3rd) step minutes.

### **Section 3. Arbitration Board Option**

Any difference that may arise under this Agreement between the Association and the Union, as provided, which they are unable to settle, may be referred to a Board of Arbitration. The Board of Arbitration shall be composed of one (1) person selected by the Union and one (1) person selected by the Association.

### **Section 4. Third Member of Arbitration Board**

The Association and the Union shall submit a joint request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators from the western Continental United States, four (4) of whom shall be non-residents of the State of Arizona. The parties shall meet within fourteen (14) calendar days of receipt of the list and alternately strike one arbitrator from the list until six (6) have been stricken. The remaining arbitrator shall be the third member and shall be immediately notified of the selection. The

proceedings shall be under the direction of the third arbitrator. The parties, however, may elect to have the issue heard and decided by a single arbitrator as selected above.

**Section 5. Arbitrator(s) Authority**

- (A) The decision of such Arbitrator(s) shall be final and binding on both the Association and the Union. It is also understood that the Arbitrator(s) shall have no authority to change or add to this Agreement.
- (B) The parties shall jointly submit to the Arbitrator(s) the specific issues to be considered and the Arbitrator(s) shall not be empowered to decide any issues or questions not submitted as herein provided.
- (C) Arbitrations are to have a decision rendered within sixty (60) days of the arbitrator receiving all briefs or documents.

**Section 6. Expenses of Arbitration**

Each party shall bear the expenses of preparing and presenting its own case and the expense of its own arbitrator. The expense of the third arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties.

**ARTICLE IX  
TERM**

**Section 1. Recital**

- (A) To continue the Win-Win process during the life of the Collective Bargaining Agreement and to further the understanding and cooperation fostered in the 1994 collective bargaining process: Nothing contained in this labor agreement shall prohibit SRP and IBEW Local #266 from addressing and resolving issues of common interest during the term of the agreement. Said discussions and/or resolutions shall not operate to open the collective Bargaining Agreement for negotiations. All terms of the agreement shall remain in full force and effect.
- (B) From time to time IBEW Local Union #266 and SRP may enter into agreements to modify some work rules for specific business units or areas. Only those union members in the affected business unit or area will vote on these modifications.

**Section 2. Contract Term**

This Agreement shall become effective **December 13, 1999**, to and including **November 15, 2002** and for one (1) year periods thereafter, unless written notice, requesting that the Agreement be amended or canceled, is given by either party hereto to the other at least ninety (90) days prior to any anniversary date.

## SALT RIVER VALLEY WATER USERS' ASSOCIATION

### SIGNED:

<u>William P. Schrader</u>	<u>12/13/99</u>
President	Date

### Attest:

<u>Terrill A. Lonon</u>	<u>12/13/99</u>
Secretary	Date

<u>Richard H. Silverman</u>	<u>12/13/99</u>
General Manager	Date

<u>Joseph A. Gelinas</u>	<u>12/13/99</u>
Manager, Employee and Labor Relations Chairman, Negotiating Committee	Date

## LOCAL UNION 266 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

### SIGNED:

<u>Terry L. Miller</u>	<u>12/13/99</u>
President	Date

### Attest:

<u>Suzanne M. Pierce</u>	<u>12/13/99</u>
Recording Secretary	Date

<u>Ramon H. Nuñez</u>	<u>12/13/99</u>
Business Manager/Financial Secretary Chairman, Negotiating Committee	Date

**ASSOCIATION EXHIBIT A  
PART I  
FIELD AND SHOP CLASSIFICATIONS**

The occupational titles of the employees covered herein are listed in Exhibit A attached hereto and made a part hereof. Wherever occupational titles in the agreement indicate either the masculine or feminine form, the titles are intended to include all employees without regard to sex.

Codes or occupations deleted since 1986 for housekeeping purposes can be reactivated at any time, if deemed necessary by management at the former labor grade but current rate of pay for that labor grade.

Occup. Code	Classification	Hourly Rates		
		12/13/99	11/16/00	11/16/01

**LABOR GRADE 1**

4130	Laborer, Student	9.60	9.89	10.19
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**LABOR GRADE 2**

2418	Custodian, 1st Year	12.77	13.15	13.54
3792	Helper, Pump, 1st Year	12.77	13.15	13.54
4125	Laborer, 1st Year	12.77	13.15	13.54
4132	Laborer, Canal Dryup, 1st Year	12.77	13.15	13.54



Occup. Code	Classification	Hourly Rates		
		12/13/99	11/16/00	11/16/01
9590	Trades Helper, 1st Year	12.77	13.15	13.54
9959	Yardman, 1st Year	12.77	13.15	13.54

**LABOR GRADE 3**

2417	Custodian	13.91	14.33	14.76
3791	Helper, Pump, 2nd Year	13.91	14.33	14.76
4126	Laborer, Senior	13.91	14.33	14.76
9601	Trades Helper, 2nd Year	13.91	14.33	14.76
9947	Yardman	13.91	14.33	14.76
9998	Zanjero, D	13.91	14.33	14.76

**LABOR GRADE 4**

3785	Helper, Demossing Applicator	15.31	15.77	16.24
3790	Helper, Pump	15.31	15.77	16.24
7641	Sprayer, Chemical	15.31	15.77	16.24
9550	Testman, Pump, Jr.	15.31	15.77	16.24
9580	Trades Helper	15.31	15.77	16.24
9721	Truckdriver I	15.31	15.77	16.24
9997	Zanjero, C	15.31	15.77	16.24

Occup. Code	Classification	Hourly Rates		
		12/13/99	11/16/00	11/16/01

### LABOR GRADE 5

4306	Maintenanceman, Canal Equip, 1st Year	17.22	17.74	18.27
5389	Operator, Equipment I	17.22	17.74	18.27
7315	Serviceman, Equipment	17.89	18.43	18.98
7611	Specialist, Chemical Application	17.89	18.43	18.98
9530	Testman, Pump	17.22	17.74	18.27
9722	Truckdriver II	17.89	18.43	18.98
9996	Zanjero, B	17.22	17.74	18.27

### LABOR GRADE 6

0899	Applicator, Demossing	19.78	20.37	20.98
0985	Carpenter, 2nd Class	19.78	20.37	20.98
2099	C/M Man, 2nd Class	19.78	20.37	20.98
4305	Maintenanceman, Canal Equip, 2nd Year	19.78	20.37	20.98
5388	Operator, Equipment II	19.78	20.37	20.98
5410	Tender, Dam Site	19.78	20.37	20.98
6190	Painter, 2nd Class	19.78	20.37	20.98

Occup. Code	Classification	Hourly Rates		
		12/13/99	11/16/00	11/16/01
9561	Testman, Pump, Sr.	19.78	20.37	20.98
9686	Troubleman, Association	19.78	20.37	20.98
9723	Truckdriver III	19.78	20.37	20.98
9890	Water Scheduler--Zanjero	20.28	20.87	21.48
9995	Zanjero, A	19.78	20.37	20.98

**LABOR GRADE 7**

4304	Maintenanceman, Canal Equipment,T/A	22.30	22.97	23.66
5387	Operator, Equipment III	22.30	22.97	23.66
5400	Operator, Equipment Trainee IV	22.30	22.97	23.66
6352	Powderman	22.30	22.97	23.66
9724	Truckdriver IV	22.30	22.97	23.66
9816	Foreman, Warehouse, Working	22.30	22.97	23.66

Occup. Code	Classification	Hourly Rates		
		12/13/99	11/16/00	11/16/01
LABOR GRADE 8				
0968	Carpenter	24.30	25.03	25.78
2685	Driller, Well	24.30	25.03	25.78
5386	Operator, Equipment IV	24.30	25.03	25.78
6161	Painter	24.30	25.03	25.78
6298	Plumber	24.30	25.03	25.78
LABOR GRADE 9				
2074	C/M Man	26.93	27.74	28.57
2705	Electrician	26.93	27.74	28.57
LABOR GRADE 10				
3211	Foreman, Construction Crew, Working, 1st Year	27.99	28.83	29.69
LABOR GRADE 11				
3212	Foreman, Construction Crew, Working, T/A	28.78	29.64	30.53

**Footnotes:**

1. Laborers may progress to the classification of Laborer, Sr. after completion of one (1) year's service.
2. When a Senior Laborer is accepted on the position of Groundman or Tradeshelper, they will continue to be paid at Labor Grade three (3).

**ASSOCIATION EXHIBIT A  
PART II  
CLERICAL CLASSIFICATIONS**

The Exhibit A provides for progressionary increases within designated classifications after the specified time on the condition that the employee's work is of a satisfactory level as defined by the supervisor.

Classification	Occup. Code	Step	Minimum Time In Step	12/13/99	Hourly Rates 11/16/00	11/16/01
<b>LABOR GRADE 1</b>						
Clerk, Student	1820	—	Thereafter	5.87	6.05	6.23
<b>LABOR GRADE 2</b>						
Clerk, General – Level II	1465	1	1 year	7.43	7.65	7.88
	1466	2	1 year	7.93	8.17	8.42
	1467	3	1 year	8.44	8.69	8.95
	1468	4	Thereafter	8.82	9.08	9.35

Classification	Occup. Code	Step	Minimum Time	Hourly Rates		
			In Step	12/13/99	11/16/00	11/16/01
<b>LABOR GRADE 3</b>						
<b>LABOR GRADE 4</b>						
Clerk, General – Level IV	1473	1	1 year	9.36	9.64	9.93
	1474	2	1 year	10.02	10.32	10.63
	1475	3	1 year	10.64	10.96	11.29
	1476	4	Thereafter	11.19	11.53	11.88
<b>LABOR GRADE 5</b>						
Agent, Customer Service – Temporary	1287	1	1 year	10.90	11.23	11.577
Clerk, General – Level V	1477	1	1 year	10.90	11.23	11.57
	1478	2	1 year	11.56	11.91	12.27
	1479	3	1 year	12.22	12.59	12.97
	1480	4	Thereafter	12.78	13.16	13.55

Classification	Occup. Code	Step	Minimum Time In Step	12/13/99	Hourly Rates 11/16/00	11/16/01
<b>LABOR GRADE 6</b>						
Clerk, General— Level VI	1481	1	1 year	12.29	12.66	13.04
	1482	2	1 year	13.02	13.41	13.81
	1483	3	1 year	13.74	14.15	14.57
	1484	4	Thereafter	14.35	14.78	15.22
<b>LABOR GRADE 7</b>						
Clerk, Administrative— Level VII	1118	1	1 year	13.53	13.94	14.36
	1119	2	1 year	14.29	14.72	15.16
	1120	3	1 year	15.12	15.57	16.04
	1121	4	Thereafter	15.76	16.23	16.72
<b>LABOR GRADE 8</b>						
Clerk, Administrative— Level VIII	1122	1	1 year	14.63	15.07	15.52
	1123	2	1 year	15.45	15.91	16.39
	1124	3	1 year	16.27	16.76	17.26
	1125	4	Thereafter	17.02	17.53	18.06



Classification	Occup. Code	Step	Minimum Time In Step	Hourly Rates		
				12/13/99	11/16/00	11/16/01
Agent, Customer	1292	1	1 year	14.63	15.07	15.52
Service—	1293	2	1 year	15.45	15.91	16.39
Level VIII	1294	3	1 year	16.27	16.76	17.26
	1295	4	Thereafter	17.02	17.53	18.06
Clerk, Customer	1382	1	1 year	14.63	15.07	15.52
Service—	1383	2	1 year	15.45	15.91	16.39
Level VIII	1384	3	1 year	16.27	16.76	17.26
	1385	4	Thereafter	17.02	17.53	18.06

**LABOR GRADE 9**

Clerk,	1126	1	1 year	16.12	16.60	17.10
Administrative—	1127	2	1 year	16.74	17.24	17.76
Level IX	1128	3	1 year	17.39	17.91	18.45
	1129	4	1 year	18.05	18.59	19.15
	1130	5	Thereafter	18.68	19.24	19.82
Agent, Customer	1319	1	1 year	16.12	16.60	17.10
Service, Lead—	1320	2	1 year	16.74	17.24	17.76

Classification	Occup. Code	Step	Minimum Time In Step	Hourly Rates		
				12/13/99	11/16/00	11/16/01
Level IX	1321	3	1 year	17.39	17.91	18.45
	1322	4	1 year	18.05	18.59	19.15
	1323	5	Thereafter	18.68	19.24	19.82
Watermaster	9903	1	1 year	16.12	16.60	17.10
Transmission—	9904	2	1 year	16.74	17.24	17.76
Communications,	9905	3	1 year	17.39	17.91	18.45
Assistant	9906	4	1 year	18.05	18.59	19.15
	9907	5	Thereafter	18.68	19.24	19.82

### LABOR GRADE 10

Clerk, Administrative— Level X	1131	1	1 year	16.73	17.23	17.75
	1132	2	1 year	17.39	17.91	18.45
	1133	3	1 year	18.08	18.62	19.18
	1134	4	1 year	18.76	19.32	19.90
	1135	5	Thereafter	19.46	20.04	20.64
Clerk, Customer Service— Level X	1391	1	1 year	16.73	17.23	17.75
	1392	2	1 year	17.39	17.91	18.45

Classification	Occup. Code	Step	Minimum Time In Step	Hourly Rates		
				12/13/99	11/16/00	11/16/01
	1393	3	1 year	18.08	18.62	19.18
	1394	4	1 year	18.76	19.32	19.90
	1395	5	Thereafter	19.46	20.04	20.64

**Footnotes:**

1. All vacancies will be posted at the Step 1 rate.
2. All clerical employees accepted by bid on a job of a higher labor grade will be promoted to the new job at the next higher rate of pay listed for the new job which is above the current rate of the employee.
3. A clerical employee accepted by bid on a job of an equal or lower labor grade than his/her present job is to be transferred to the new job at the same step as the employee's current step, however, in no cases will the rate of pay be above or below the rate(s) listed for the new classification.
4. An employee temporarily assigned to a higher classification and who satisfies Article III, Section 5, paragraph (a) shall be paid the beginning rate of pay listed for the classification of temporary assignment. An employee will be paid 3% per hour above his/her regular hourly rate of pay if the beginning rate of pay listed for the higher classification of temporary assignment is less than 3% per hour above his/her regular hourly rate.

5. (a) Progressionary increases for full-time employees in a progressionary classification shall be determined from date of hire, transfer or promotion into the position.  
(b) Progressionary increases for part-time employees in a progressionary classification shall be determined based upon the number of straight time hours worked from date of hire, transfer or promotion into the position. For purposes of progression, 1800 hours will equate to one (1) year of work.
6. The Customer Service Agent Trainee rate is established at fifty cents per hour below the Step 1 rate of the Customer Service Agent classification and will be effective for the duration of the training program which shall not exceed three hundred and twenty (320) hours.

\*Note: Rate will be adjusted as appropriate to reflect legislative changes in minimum wage.

**ASSOCIATION EXHIBIT A  
PART III  
APPRENTICES**

Occup. Code	Classification	Hourly Rates		
		12/13/99	11/16/00	11/16/01
CONSTRUCTION/MAINTENANCE MAN				
01070	Pre-Apprentice	15.31	15.77	16.24
1071	1st 1000 Hours	15.87	16.35	16.84
1072	2nd 1000 Hours	16.92	17.44	17.96
1073	3rd 1000 Hours	17.98	18.52	19.08
1074	4th 1000 Hours	19.03	19.61	20.19
1075	5th 1000 Hours	20.09	20.69	21.31
1076	6th 1000 Hours	21.14	21.78	22.43
1077	7th 1000 Hours	22.19	22.86	23.55
1078	8th 100 Hours	23.25	23.95	24.66
1079	Graduate Apprentice	24.30	25.03	25.78
1080	Graduate Apprentice, TA	26.93	27.74	28.57

# **DISTRICT CONVERSION TABLE — 2/13/99 thru 11/16/01**

(Monthly Rate Equals Hourly Rate Times 173.33)

Hours Per Month Rounded to Nearest Dollar)

DECEMBER 13, 1999		NOVEMBER 16, 2000		NOVEMBER 16, 2001	
HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY
\$5.87	\$1,017	\$6.05	\$1,049	\$6.23	\$1,080
\$7.43	\$1,288	\$7.65	\$1,326	\$7.88	\$1,366
\$7.93	\$1,375	\$8.17	\$1,416	\$8.42	\$1,459
\$8.44	\$1,463	\$8.69	\$1,506	\$8.95	\$1,551
\$8.82	\$1,529	\$9.08	\$1,574	\$9.35	\$1,621
\$9.36	\$1,622	\$9.64	\$1,671	\$9.93	\$1,721
\$9.60	\$1,664	\$9.89	\$1,714	\$10.19	\$1,766
\$10.02	\$1,737	\$10.32	\$1,789	\$10.63	\$1,842
\$10.64	\$1,844	\$10.96	\$1,900	\$11.29	\$1,957
\$10.90	\$1,889	\$11.23	\$1,946	\$11.57	\$2,005
\$11.09	\$1,922	\$11.53	\$1,998	\$11.88	\$2,059
\$11.19	\$1,940	\$11.91	\$2,064	\$12.27	\$2,127
\$11.56	\$2,004	\$12.59	\$2,182	\$12.97	\$2,248
\$12.22	\$2,118	\$12.66	\$2,194	\$13.04	\$2,260

**DISTRICT CONVERSION TABLE — 2/13/99 thru 11/16/01****(Monthly Rate Equals Hourly Rate Times 173.33****Hours Per Month Rounded to Nearest Dollar)**

<b>DECEMBER 13, 1999</b>		<b>NOVEMBER 16, 2000</b>		<b>NOVEMBER 16, 2001</b>	
<b>HOURLY</b>	<b>MONTHLY</b>	<b>HOURLY</b>	<b>MONTHLY</b>	<b>HOURLY</b>	<b>MONTHLY</b>
\$12.29	\$2,130	\$13.15	\$2,279	\$13.54	\$2,347
\$12.77	\$2,213	\$13.16	\$2,281	\$13.55	\$2,349
\$12.78	\$2,215	\$13.41	\$2,324	\$13.81	\$2,394
\$13.02	\$2,257	\$13.94	\$2,416	\$14.36	\$2,489
\$13.53	\$2,345	\$14.15	\$2,453	\$14.57	\$2,525
\$13.74	\$2,382	\$14.33	\$2,484	\$14.76	\$2,558
\$13.91	\$2,411	\$14.72	\$2,551	\$15.16	\$2,628
\$14.29	\$2,477	\$14.78	\$2,562	\$15.22	\$2,638
\$14.35	\$2,487	\$15.07	\$2,612	\$15.52	\$2,690
\$14.63	\$2,536	\$15.57	\$2,699	\$16.04	\$2,780
\$15.12	\$2,621	\$15.77	\$2,733	\$16.24	\$2,815
\$15.31	\$2,654	\$15.78	\$2,735	\$16.25	\$2,817
\$15.32	\$2,655	\$15.79	\$2,737	\$16.26	\$2,818
\$15.33	\$2,657	\$15.91	\$2,758	\$16.39	\$2,841

**DISTRICT CONVERSION TABLE — 2/13/99 thru 11/16/01****(Monthly Rate Equals Hourly Rate Times 173.33****Hours Per Month Rounded to Nearest Dollar)**

<b>DECEMBER 13, 1999</b>		<b>NOVEMBER 16, 2000</b>		<b>NOVEMBER 16, 2001</b>	
<b>HOURLY</b>	<b>MONTHLY</b>	<b>HOURLY</b>	<b>MONTHLY</b>	<b>HOURLY</b>	<b>MONTHLY</b>
\$15.45	\$2,678	\$16.23	\$2,813	\$16.72	\$2,898
\$15.76	\$2,732	\$16.35	\$2,834	\$16.84	\$2,919
\$15.87	\$2,751	\$16.60	\$2,877	\$17.10	\$2,964
\$16.12	\$2,794	\$16.76	\$2,905	\$17.26	\$2,992
\$16.27	\$2,820	\$17.23	\$2,986	\$17.75	\$3,077
\$16.73	\$2,900	\$17.24	\$2,988	\$17.76	\$3,078
\$16.74	\$2,902	\$17.44	\$3,023	\$17.96	\$3,113
\$16.92	\$2,933	\$17.53	\$3,038	\$18.06	\$3,130
\$17.02	\$2,950	\$17.74	\$3,075	\$18.27	\$3,167
\$17.22	\$2,985	\$17.77	\$3,080	\$18.45	\$3,198
\$17.25	\$2,990	\$17.91	\$3,104	\$18.98	\$3,290
\$17.39	\$3,014	\$18.43	\$3,194	\$19.08	\$3,307
\$17.89	\$3,101	\$18.52	\$3,210	\$19.15	\$3,319
\$17.98	\$3,116	\$18.59	\$3,222	\$19.18	\$3,324



**DISTRICT CONVERSION TABLE — 2/13/99 thru 11/16/01**  
**(Monthly Rate Equals Hourly Rate Times 173.33**  
**Hours Per Month Rounded to Nearest Dollar)**

DECEMBER 13, 1999		NOVEMBER 16, 2000		NOVEMBER 16, 2001	
HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY
\$18.05	\$3,129	\$18.62	\$3,227	\$19.82	\$3,435
\$18.08	\$3,134	\$19.20	\$3,328	\$19.90	\$3,449
\$18.64	\$3,231	\$19.24	\$3,335	\$19.97	\$3,461
\$18.68	\$3,238	\$19.32	\$3,349	\$20.19	\$3,500
\$18.76	\$3,252	\$19.39	\$3,361	\$20.64	\$3,578
\$18.83	\$3,264	\$19.61	\$3,399	\$20.98	\$3,636
\$19.03	\$3,298	\$20.04	\$3,474	\$21.31	\$3,694
\$19.46	\$3,373	\$20.37	\$3,531	\$21.64	\$3,751
\$19.78	\$3,428	\$20.62	\$3,574	\$22.43	\$3,888
\$20.02	\$3,470	\$20.69	\$3,586	\$23.55	\$4,082
\$20.09	\$3,482	\$21.01	\$3,642	\$23.66	\$4,101
\$20.41	\$3,538	\$21.78	\$3,775	\$24.66	\$4,274
\$21.14	\$3,664	\$22.05	\$3,822	\$25.78	\$4,468
\$21.40	\$3,709	\$22.86	\$3,962	\$28.57	\$4,952

# **DISTRICT CONVERSION TABLE — 2/13/99 thru 11/16/01**

**(Monthly Rate Equals Hourly Rate Times 173.33**

**Hours Per Month Rounded to Nearest Dollar)**

<b>DECEMBER 13, 1999</b>		<b>NOVEMBER 16, 2000</b>		<b>NOVEMBER 16, 2001</b>	
<b>HOURLY</b>	<b>MONTHLY</b>	<b>HOURLY</b>	<b>MONTHLY</b>	<b>HOURLY</b>	<b>MONTHLY</b>
\$22.19	\$3,846	\$22.97	\$3,981	\$29.69	\$5,146
\$22.30	\$3,865	\$23.47	\$4,068	\$30.53	\$5,292
\$22.78	\$3,948	\$23.95	\$4,151	\$31.31	\$5,427
\$23.25	\$4,030	\$24.89	\$4,314		
\$24.17	\$4,189	\$25.03	\$4,338		
\$24.30	\$4,212	\$26.32	\$4,562		
\$25.55	\$4,429	\$27.74	\$4,808		
\$26.93	\$4,668	\$28.83	\$4,997		
\$26.93	\$4,668	\$29.64	\$5,138		
\$27.99	\$4,852	\$30.40	\$5,269		
\$27.99	\$4,852				
\$28.78	\$4,988				
\$29.51	\$5,115				

# 1999

January 1999							February 1999							March 1999							April 1999					
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
					1	2		1	2	3	4	5	6		1	2	3	4	5	6					1	2
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23
24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30
31																										
May 1999							June 1999							July 1999							August 1999					
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
						1							1	2	3						1	2	3	4	5	6
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31			
30	31																									
September 1999							October 1999							November 1999							December 1999					
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
					1	2							1	2											1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31
							31																			

# 2000

January 2000							February 2000							March 2000							April 2000						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1	2	3	4					2	3	4	5	6	7	8
2	3	4	5	6	7	8	6	7	8	9	10	11	12	5	6	7	8	9	10	11	2	3	4	5	6	7	8
9	10	11	12	13	14	15	13	14	15	16	17	18	19	12	13	14	15	16	17	18	9	10	11	12	13	14	15
16	17	18	19	20	21	22	20	21	22	23	24	25	26	19	20	21	22	23	24	25	16	17	18	19	20	21	22
23	24	25	26	27	28	29	27	28	29					26	27	28	29	30	31		23	24	25	26	27	28	29
30	31																				30						
May 2000							June 2000							July 2000							August 2000						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1	2	3											1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31		
														30	31												
September 2000							October 2000							November 2000							December 2000						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1	2	3	4	5	6	7							1	2
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
																											31

# 2001

January 2001

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2001

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 2001

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2001

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2001

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2001

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2001

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2001

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2001

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2001

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2001

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2001

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

# 2002

January 2002

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2002

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2002

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2002

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2002

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2002

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2002

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2002

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2002

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2002

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2002

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2002

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



## HENRY MILLER

Henry Miller was a lineman who worked for Western Union, the railroads and fledgling utility companies throughout the country. In 1886, while working for one of these early utilities, the St. Louis Municipal Electric Light and Power Company, he first hit upon the idea of forming a union for workers. Over the next several years he formulated and refined various ideas for organizing the new electrical industry.

However, it wasn't until the St. Louis Exhibition of 1890 that he was able to put wings to his dream. The exhibition prominently featured electricity as a new energy source with tremendous potential for the future. It brought together electrical workers from various companies all over the country and gave Miller his first opportunity for mass organizing. Finally, on December 4, 1891, on the strength of these early organizing efforts, Miller, along with nine other men were granted a charter by the American Federation of Labor and the IBEW was born.

Henry Miller's goals for the Union were to provide death benefits, a safe workplace for all workers, and training or apprenticeships that would insure quality workmanship and increased productivity. In addition to serving as President of the International union he continued to work in the field organizing new locals wherever he traveled.

In the era in which he lived, being an electrical worker was extremely hazardous. Fully half of the people who did this work died on the job. And, like so many of his brothers, Henry Miller's life was also cut short. On July 10, 1896, he suffered a severe electrical shock and fell from a utility pole. The resulting injuries caused his death at age 38, only five years after he realized his dream of forming a national union. He died doing the job he loved, working to fulfill his dream of a safe workplace.

IBEW Local 266 was founded in 1940, and in 1941 workers of SRP were organized. As we continue our partnership, we honor Henry Miller by designating our personal business time with his name. In so doing, we recognize his ideas of promoting workplace safety, striving to be the best workers in the industry, and taking great pride in the quality and craftsmanship of our work.

IBEW Local Union 266 and Salt River Project have agreed to allow employees to use up to 8 hours of personal business leave in commemoration of Henry Miller.

